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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 517.

WILLIAM S. HOYT, APPELLANT,

vs.

AMASA SPRAGUE ET AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF RHODE ISLAND.

FILED SEPTEMBER 25, 1880.

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a Circuit court of the United States for the district of Rhode Island.
In equity.

WILLIAM S. HOYT
ag'st
AMASA SPRAGUE AND OTHERS.

Butler, Stillman & Hubbard, counsel for complainants.
James Tillinghast, Benj. F. Thurston, Charles Hart, counsel for respondents.

Be it remembered that on the twenty-eighth day of June, A. D. 1875, the following bill in equity was filed in the clerk's office of the circuit court of the United States for the district of Rhode Island:

1 In the circuit court of the United States for the district of Rhode Island. In equity.

To the judges of the circuit court of the United States for the district of Rhode Island:

William S. Hoyt, of the city of New York, in the State of New York, a citizen of the said State of New York, brings this his bill against Amasa Sprague, William Sprague, individually and as guardian of the property of William S. Hoyt; Fanny Sprague, individually and as administratrix of the goods, chattels, and credits which were of Amasa Sprague, deceased; Mary Sprague, individually and as administratrix of the goods, chattels, and credits which were of William Sprague, deceased, and as guardian of the property of William S. Hoyt, the A. & W. Sprague Manufacturing Company, and Zechariah Chafee, as trustee or assignee under certain indentures or deeds of trust made to him by the A. & W. Sprague Manufacturing Company, Amasa Sprague, William Sprague, Fanny Sprague, and Mary Sprague, all of whom are citizens of the State of Rhode Island; and thereupon your orator complains and says, on his information and belief, as follows:

2 Prior to the year 1843, Amasa Sprague and William Sprague, now deceased, were copartners in trade, doing business in the city of Providence, and in other places in the State of Rhode Island, under the firm name of A. & W. Sprague. The business carried on by the said Amasa and William Sprague was chiefly the manufacture and sale of cotton cloths and prints, and was large and successful. In the course of the said business they accumulated large profits, and for the purposes of the business made extensive purchases of real estate in the said State of Rhode Island and elsewhere, the title to some of which was taken in the name of said Amasa, and of some in the name of said William, and of some in the name of the said A. & W. Sprague.

In the month of December, 1843, the said Amasa Sprague died intestate, leaving him surviving his widow, Fanny Sprague, his two sons, Amasa and William, and two daughters, Almira and Mary Anna. On the 29th day of June, 1844, letters of administration on his estate were duly granted to the said Fanny Sprague by the probate court of the town of Cranston, R. I., of which town the said Amasa was a resident at the time of his death. After the said letters of administration were issued, the said Fanny did nothing as administratrix which by law she was required to do, and has never filed any account of her proceedings as administratrix as aforesaid.

The said firm of A. & W. Sprague was dissolved by the death of said Amasa Sprague, but all the property and assets of said firm remained, after the death of the said Amasa, in the possession and under the control of the surviving partner, William Sprague, who, instead of liquidating the affairs, or accounting with the legal representative of his deceased copartner, continued the business in the name of, and with the assets of, the said A. & W. Sprague, and by the use of the same greatly extended the business. He made large additional purchases of real estate, the title to which was, for the most part, taken in his own name, and all of which was used for the purposes of the enlarged busi-
3 ness and operations carried on by him as aforesaid. During all the time after the death of said Amasa, and until the month of October, 1856, a period of thirteen years, the said William Sprague continued the business in the original name of A. & W. Sprague, and so extended the same that the assets were greatly increased in value, the whole of said assets, with their increase, being in fact property in respect to which the said William Sprague was at all times liable to account to the legal representative of his said deceased copartner, Amasa Sprague.

In the year 1856, and shortly before his death, the said William Sprague took into copartnership with himself his own son, Byron Sprague, and his nephews, the two sons of Amasa Sprague, deceased, viz, Amasa and William, who had but shortly prior thereto attained their majority.

The new copartnership thus formed remained in the possession and had the control of all the property and assets of the original firm of A. & W. Sprague, and the increase thereof, and enjoyed the good-will of the original business. They continued the use of the name of A. & W. Sprague, as William Sprague had done theretofore, and managed the business by means of the assets of the old firm with their accumulations and additions, no new capital or means being added or contributed by either partner, and no accounting had in respect to the share or interest of Amasa Sprague, deceased.

Meanwhile, Susan Sprague, a daughter of the said William Sprague, the elder, had married Edwin Hoyt, of the city and State of New York, and on the 28th day of October, 1853, died intestate in said State of New York, leaving as issue of her said marriage four children, viz, Sarah, Susan S., William S. (your orator), and Edwin Hoyt, jr., all of whom then were and ever since have been, and now are, residents of the said city and State of New York.

After the said Byron, Amasa, and William had been admitted
4 into partnership with William Sprague, the elder, the survivor of Amasa, and on or about the 19th day of October, 1856, the said William Sprague, the elder, died intestate, leaving him surviving his widow, Mary Sprague, his son Byron and the said children of his said deceased daughter, his heirs and next of kin.

Letters of administration on his estate were duly granted to his widow, the said Mary, on the 8th day of December, 1856, by the probate court of the town of Warwick, R. I., of which town the said William Sprague, the elder, was a resident at the time of his death. Subsequently thereto the said Mary Sprague did nothing as administratrix of the estate of the said William; she filed no inventory; appraisers were appointed to appraise the value of her deceased husband's estate, but no such appraisement was ever made; she did not apply for, require, or procure any settlement of the accounts of the original firm of A. & W. Sprague (composed of Amasa and William Sprague the elder), nor did she ascer-

tain or take any steps to ascertain and realize the value of the interest of her deceased husband in the assets of the firm of A. & W. Sprague, or to procure an accounting and liquidation in respect thereto, but on the contrary, suffered her son Byron and the two sons of Amasa, deceased, who, as the surviving partners of the firm of A. & W. Sprague as it existed at the date of the death of the said William Sprague, the elder, were in possession of all the property and assets of said last mentioned firm, to remain in such possession and to continue the use of the firm name and retain in their possession all of the said assets, and with them to carry on business in their own way, receiving from them, from time to time, money for her own support and personal use. The said Mary Sprague has never up to this day rendered any account of her proceedings as administratrix to the court which appointed her as aforesaid.

Subsequently to the death of their grandfather, William Sprague, the elder, the said children of the said Susan Sprague
5 and Edwin Hoyt, being minors and non-residents of the State of Rhode Island, letters of guardianship of their property were, on the 9th day of February, 1857, issued to the said Mary Sprague by the probate court of the town of Warwick, and she thereby became guardian of their property. As such guardian, the said Mary Sprague was entitled, and it was her duty, to have the value of the share or interest of said William Sprague, the elder, deceased, in the copartnership property and assets of the original firm of A. & W. Sprague (composed of said William and Amasa Sprague the elder), and also in the copartnership property and assets of said firm of A. & W. Sprague (composed of the said William Sprague, the elder, and Byron, William, and Amasa Sprague) duly ascertained and determined, so as to get in and realize, as such guardian, in cash, the distributive share of said minors in such interests after the same should have been duly ascertained and determined. This could only be done by an accounting between the legal representative of the deceased Amasa and the legal representative of the deceased William, and a further accounting between the legal representative of the deceased William and the said Byron, William, and Amasa Sprague.

Your orator further shows, upon information and belief, that the said Byron, Amasa, and William Sprague, and especially the said Amasa and William, finding that by the death of said William Sprague, the elder, they were, as his surviving partners, in the possession and control of all the property and assets used in the business during his lifetime, and that they could retain such possession and control so long as the legal representatives of said Amasa Sprague, the elder, and of said William Sprague, the elder, should forbear calling them to account in respect to the several interests of said deceased copartners therein, and being desirous of retaining such possession and control without interference, and of managing the business as they chose, for their own illegal gain and profit, without any legal accounting, agreed and
6 combined together to keep all the property and assets in their own possession and to control and carry on the business as they saw fit. This was in accordance with, and was a continuation of, the plan and policy adopted and carried out by William Sprague, the elder, during his lifetime, as survivor of Amasa Sprague, of having no accounting or liquidation, and of retaining the deceased partner's share or interest in the business, irrespective of the legal rights or obligations created and imposed by the fact of the death of such partner and the dissolution of the copartnership. During the lifetime of William

Sprague, the elder, the only person who was entitled to require him to account for the share of his deceased partner Amasa was Fanny Sprague, the administratrix of said Amasa, but after said William Sprague's death his surviving partners became and were liable to be called to account, not only by said Fanny, as administratrix of Amasa, but also by Mary Sprague, the administratrix of William, the said Fanny and Mary representing in respect to the said surviving partners and the property and assets in their possession, interests which were different and distinct. It was therefore necessary for the successful execution of the plan and scheme of said surviving partners of William Sprague, the elder, to prevent any such accounting or liquidation in respect to either of the said interests of the deceased Amasa and William Sprague as should deprive them of the control and benefit of the entire property and assets.

In pursuance of this plan the said Byron, Amasa, and William Sprague, induced and persuaded the said Fanny Sprague, the administratrix of Amasa Sprague, deceased, to remain wholly passive as she had done during the life of William Sprague, the elder; and they also induced and persuaded the said Mary Sprague, the widow and administratrix of William Sprague, the elder, to be and continue entirely passive as to any right or interest which she had in any representative capacity, and to leave the whole property and assets, and the management and control thereof, and of the business, entirely in their
7 hands and at their will. The said Mary Sprague especially, being wholly unacquainted with matters of business and of a confiding disposition, did and omitted to do such things as they desired her in her capacity as administratrix and guardian to do or not to do; she signed such papers as they requested her to sign, without examination, and in implicit reliance upon the integrity as well as the superior business capacity and skill of the said Byron, Amasa, and William, and their entire good faith in all respects toward her and her said wards.

At the time of the death of the said William Sprague, the elder, the business in which he, as survivor of Amasa as aforesaid, in conjunction with his son and said nephews, was engaged, in the name of A & W. Sprague, was, as to a small part of the same, transacted in the name of the Quidnick Company, there being at the time no corporation of that designation, but the name being assumed to distinguish a part of the business in which some persons were interested who had no interest in the general business of A. & W. Sprague.

In pursuance of the scheme before mentioned, by which the said Byron, Amasa, and William Sprague sought to retain possession of said property and assets, and to facilitate them in its management and control, they procured an act to be passed by the general assembly of the State of Rhode Island, in May, 1862, authorizing them, their successors, and assigns, to form a corporation under the name of the A. & W. Sprague Manufacturing Company, and at the same time they procured to be passed by the general assembly of the State of Rhode Island another act authorizing them (in conjunction with one Thomas A. Whitman), their successors and assigns, to form a corporation under the name of the Quidnick Company, and under these several acts, but not until the year 1865, they proceeded to organize the corporations now known as the A. & W. Sprague Manufacturing Company and the Quidnick Company.

8 The said Byron, Amasa, and William Sprague, as a part of their general plan and scheme as hereinbefore described, at all times until the organization of the corporations aforesaid, treated the

mass of property and assets in their possession and under their control as property in respect to which the heirs of Amasa and William Sprague had or were entitled to rights and interests as such heirs. William Sprague, the elder, had, prior to his death, purchased or acquired all the interest of Mary Anna, one of the daughters of Amasa Sprague, the elder, in her father's estate, and after his death Amasa and William purchased the interest of Almira, their sister, another daughter of Amasa Sprague, the elder, in her father's estate. The said Almira was entitled, as one of the heirs at law and next of kin of her deceased father, to her distributive share of his interest in the copartnership property of A. & W. Sprague whenever ascertained and realized by his administratrix, and to require his administratrix to ascertain and realize the same, but instead of having the value of her father's interest or the value of her distributive share so ascertained, the said Amasa and William, by a direct transaction with her and by the use of the copartnership assets in their hands as survivors, extinguished all the rights of said Almira as against themselves or the administratrix, substantially in the same manner as William Sprague, the elder, had extinguished the interest of their sister Mary Anna. The said Amasa and William also, in the same year, 1862, by a like transaction and by a similar use of the copartnership assets and funds, extinguished the interest of Byron Sprague in his father's estate and his interest as a copartner with them, except as to the Quidnick property. Both these interests of Almira and Byron, purchased as aforesaid by William and Amasa, and paid for by them out of the property which they held as surviving partners of William Sprague, the elder, were so purchased by them
9 for and applied by them to their own use and benefit, so that afterward, in the issuing of stock in the said A. & W. Sprague Manufacturing Company the shares of stock which, but for said purchase of the interests of said Byron and Almira, would have been issued to them, were issued in equal portions to the said Amasa and William.

From the time of the death of William Sprague the elder, in 1856, to the time of the purchase by William and Amasa Sprague of the interest of said Byron Sprague as aforesaid, in 1862, the business of the said firm had been carried on with the assets of the old firm, with the accumulations and additions thereto, and under the firm-name of A. & W. Sprague, and great additions were made, until, as your orator is informed and believes, the value of the said assets, and of the property and the accumulations thereof in the hands of said Amasa and William, as survivors of William Sprague, deceased, was at least five million dollars, exclusive of that portion designated as the Quidnick property.

After the extinguishment of the interests of said Byron and Almira as aforesaid, the said Amasa and William Sprague, still ignoring their liability to account for the several and respective interests of Amasa Sprague and William Sprague, the elder, to their respective legal representatives, and in pursuance of their general plan and scheme, still treating the property as an estate of inheritance, claimed and gave out that the entire property and assets in their hands, which constituted the copartnership capital and property of the firm of A. & W. Sprague, as managed and controlled by them under that firm name, and which they proposed and intended to make the basis of the corporations to be formed by them, was property in which they, with their mother, Fanny Sprague, were interested to the extent of four-sixth parts, and in which your orator and his brother and two sisters, as representing their
10 mother, Susan S. Hoyt, deceased, and as her heirs at law, were interested to the extent of one-sixth part, and in which their

grandmother, the said Mary Sprague, as the widow of said William, was interested to the extent of one-third part; your orator avers that in fact the relation which he and his brother and sisters, as descendants and next of kin of William Sprague, deceased, sustained to said property and assets was that they were entitled, by their guardian, to require the administratrix of said William Sprague, deceased, to ascertain and collect their several distributive shares, amounting in the aggregate to one-sixth of such sum as should, upon a due and proper accounting between the said A. & W. Sprague and the administratrix of said William Sprague, the elder, have been found to be due and payable as his (the said William, the elder,) share of the copartnership property and assets. The respective interests of the parties in that part of the assets of A. & W. Sprague embraced in what was designated as the Quidnick Company, varied from the above for the reason that in that property two persons were interested in their own right and not as heirs at law or next of kin of either the said William, deceased, or the said Amasa, deceased, viz, Susan Sprague Hoyt, the mother of your orator, who died in 1853, as aforesaid, and who had a separate interest therein in her own right, and Emanuel Rice, who died prior to 1865, but your orator shows that the right and duty of the said Mary Sprague, as guardian, were the same in respect to the value of the share of her intestate in said Quidnick property as in respect to the other property and assets above referred to.

The said Amasa and William Sprague, being, after the extinguishment of said Byron's interest in said assets, in a position where, in conjunction with their mother, Fanny Sprague, they could control the business in case it should be turned over to corporations, thereupon,

11 in further pursuance of their aforesaid scheme to prevent the withdrawal of any of the property from their possession, or any liability to account as required by law for any interest therein to the legal representatives of Amasa or William Sprague, deceased, in the early part of the year 1863 caused to be prepared and presented to Mary Sprague for her signature, as guardian, a petition to the general assembly of the State of Rhode Island, in which they procured the father of your orator to be united with her, setting forth that the minor children of Susan S. Hoyt were interested as heirs at law of their mother in all the estate and property, real, personal and mixed, held, owned and managed by the firm of A. & W. Sprague, and praying for authority to convey such interests to any corporations which might be organized as therein stated. A copy of said petition is hereunto annexed, marked A, which your orator prays may be taken as part of this his bill. The said Mary Sprague was, by the representations and persuasions of said Amasa and William Sprague, prevailed upon to put her name to said petition, and after procuring her signature to the same, the said Amasa and William, the latter then being governor of the State of Rhode Island, caused the same to be presented to the general assembly of the State of Rhode Island, and procured the prayer of said petition to be granted, and in pursuance of their said scheme, induced the said general assembly to pass the act entitled "Resolution authorizing Mary Sprague, of Warwick, guardian, to make conveyance of the interest of minors in and to the property of the firm of A. & W. Sprague," passed January, 1863, a copy of which act is hereto annexed, marked B, and which your orator prays may be taken as a part of this his bill.

Your orator avers, on information and belief, that the said petition marked A, which was the sole basis and ground of said act or resolu-

tion marked B, was untrue in fact; that it did not state or set forth the real relation of the minors, of whom the petitioner was the guard-
12 ian, to the property referred to therein, and that said petition was a wholly illegal act on the part of said guardian, and one which she had no right to attempt; that at the time of making said petition it was the duty of said Mary Sprague, as administratrix of William Sprague, deceased, to have required the said Amasa and William Sprague to account to her in the manner prescribed by law, for the interest of her intestate in the property and assets in their hands, to the end that the share in such interest of the minor children whom she represented as guardian might have been ascertained and properly secured and invested for their benefit; instead of which it was made to appear by said petition that said minor children had a title in the property held by A. & W. Sprague, which it was proper and necessary to convey to the corporations referred to in said petition.

Your orator avers that the said act or resolution marked B is and was wholly inoperative and of no effect as respects your orator or his said brothers or sister, and that nothing done, or attempted to be done, under or in pursuance thereof, is of any validity or effect whatsoever. That the minor children mentioned in said resolution had no right, title or interest as heirs at law of their mother in or to any of the estate or property, real, personal or mixed, held, owned or managed by the firm of A. & W. Sprague (exclusive of the Quidnick property), and no title in any of the property so held, owned or managed by said firm which could be conveyed in the manner provided in and by said resolution, or which could by any such conveyance as is in said resolution provided be vested in any such corporation; and your orator avers that said resolution could not, nor was said resolution intended to, affect or change the legal rights or interests of the said minor children therein referred to as they existed at the time of the passage of said resolution, or to absolve or relieve the said guardian from the duties and obligations imposed upon her by law, or any of them, or to provide any new method of liquidating the interest of William Sprague, the elder,
13 deceased, in the copartnership property and assets of the firm, or to discharge his administratrix from her duty in respect thereto, or in respect to the next of kin of said William Sprague, the elder, deceased; and your orator shows that it was contrived and intended by said Amasa and William Sprague, by means of said petition and resolution, so to dispose of the said property and assets as to vest an apparently valid title thereto in the corporations which they were about to organize, without any legal accounting by said Amasa and William Sprague to said administratrix in respect to the interest of her intestate in said property and assets, and without any proceeding whereby the value of the share of the minor children of your orator's mother in said interest could be legally ascertained; and that all their acts and doings in this behalf were fraudulently intended and contrived to deprive your orator and said minor children of the fair value of their said share.

Your orator further shows that said resolution of the general assembly marked B was otherwise wholly inoperative and ineffectual to vary or affect the legal rights or relations existing between the said guardian and said minor children mentioned therein, for the reason that if the said minor children had any right, title or interest as heirs at law of their mother Susan Hoyt, deceased, in or to any of the property mentioned in said resolution, the said resolution did not attempt and was not intended to create or confer any greater or other right or authority than to permit the conveyance of such right, title or interest to the cor-

porations therein referred to on the condition and subject to the terms and provisions contained in the said resolution and in the proviso in said resolution contained, and your orator avers that said terms and conditions were never complied with or performed.

Your orator further shows that after the procurement of the passage of said resolution, and during the years 1863 and 1864, the said
14 Amasa and William Sprague, who, after the extinguishment by them of the interest of Byron Sprague, had kept undisturbed possession of the entire property and assets and the accumulations thereof, being, as they supposed, still further secured in the possession and enjoyment of the entire property by the authority conferred by the said resolution, and the means it afforded of avoiding a legal accounting to the legal representative of William Sprague, the elder, deceased, greatly extended their operations, and the war of the rebellion being then in progress, vast profits, as your complainant has been informed and believes, reaching over six million dollars, were realized in the business from the time of the acquisition of said Byron's interest as aforesaid to the 1st April, 1865.

The said Amasa and William, as surviving partners of William Sprague, were and continued to be at all times trustees for the representatives of the said William Sprague, deceased, and said Amasa Sprague, deceased, but notwithstanding their obligations as such trustees, and in violation thereof grossly abused their trust, and appropriated large sums of money to their own use, belonging to the said business, made investments thereof which were speculative and illegal, and bought with said moneys, in their own names, cotton and other merchandise, and traded in the same for their own use and benefit, thus realizing to themselves large profits, which they claimed to hold and retain as their separate and exclusive property.

Many other private adventures and speculations were, as your orator is informed and believes, entered into by the said Amasa and William with the funds and property held by them as survivors as aforesaid, and as trustees for the legal representatives of said William Sprague, deceased, and Amasa Sprague, deceased, respectively, and large sums of
15 money were paid out to parties nominally for commissions due to and services rendered by said parties, which sums so paid were afterward returned by said parties to said Amasa and William, in pursuance of a secret agreement between them and the parties to whom such moneys were so paid, and which moneys when so returned were never accounted for by said Amasa or William, but were kept by them in fraud of the rights of the legal representatives of said Amasa Sprague and William Sprague, deceased, and those to whom they were accountable. In addition to the foregoing wrongful acts, the said Amasa and William (after extinguishing the interest of Byron as aforesaid) charged on the books of account of the said A. & W. Sprague, against the property which they held as trustees, upwards of $550,000, as and for their commissions for carrying on the said business from the death of William Sprague, in 1856, to about the month of November, 1862, and the further sum of upwards of $700,000 as commissions for like services rendered from about November, 1862, to April 1st, 1865, and the further sum of about $112,000, as commissions for like services rendered by them from April 1st, 1865, to December 1st, 1865, of which amounts so wrongfully charged, the said Amasa and William received about half a million dollars, in pursuance of the pretended appraisal and agreement next hereinafter mentioned, all of which sums of money so retained as aforesaid by said Amasa and William as commissions as

aforesaid, together with all other said sums so as aforesaid wrongfully converted by said Amasa and said William, your orator avers ought to have been accounted for to the legal representatives of said William Sprague and Amasa Sprague, deceased, so that the distributive share thereof to which your orator was entitled as one of their heirs at law and next of kin of William Sprague, deceased, might have been ascertained and paid over to him, and which distributive share he claims to be entitled to have ascertained in this action. While the
16 said Amasa and William were so carrying on the business as aforesaid, and abstracting therefrom and appropriating to their own use the funds as aforesaid, the said Mary Sprague did nothing, either in her capacity as guardian of your orator or as administratrix of William Sprague, deceased, to assert, protect, or secure the rights of your orator, then a minor and her ward, being persuaded and coerced by said Amasa and William to remain inactive and to leave the entire management and control of all the property in their hands.

Your orator further shows that after procuring the said resolution marked B to be passed by the general assembly of Rhode Island, and while committing the several breaches of trust hereinbefore mentioned, the said Amasa and William Sprague, having matured their plan for placing the entire property and assets in their hands in the name of the corporations authorized by the legislature of Rhode Island to be formed by them, and for the purpose of arranging as they saw fit in reference to the division of interests in the property, without any legal accounting, in or about the month of April, 1865, caused a certain agreement in writing, a copy of which is hereto annexed, marked C, and which your orator prays may be taken as a part of this his bill, to be prepared by the attorneys at law, in Providence, of the said Amasa and William Sprague, and by them presented to the said Mary to sign, in her capacity as administratrix as well as guardian, and also individually, and, as your orator is informed and believes, without in fact being aware of the contents or real purpose of the said agreement, she signed the same.

Your orator further shows and charges that the said agreement marked C and the provisions and stipulations thereof were contrived and matured for the purpose and with the intent of carrying out the aforesaid scheme of said Amasa and William Sprague of keeping the possession and control of
17 all the said property and assets, and of effectually and completely preventing any legal accounting or liability to account on their part to the legal representatives of said Amasa and of said William Sprague, deceased, and of placing the title to said property and assets in the name of corporations, so as apparently to remove it from their possession, while they should in fact retain the absolute control and management of the same, and with the further and fraudulent design of securing and appropriating to themselves an interest in the said property and assets vastly greater than they were entitled to, and correspondingly reducing the distributive shares to which your orator and the other children of Susan Hoyt would be entitled as heirs and next of kin of William Sprague, deceased. And your orator shows and charges that the said Amasa and William Sprague had, during all the time from the death of said William Sprague, in 1856 to the year 1865, in which they organized said corporations, used and misapplied vast sums of money derived from the said property and assets, and from the business carried on by means thereof, for their own personal private expenses and operations, and had advanced and paid out of the same to the said Fanny and Mary Sprague very large sums for their

personal use; that said Amasa and William Sprague were lavish and reckless in the use of said money in their personal and social relations, and the said William was also lavish and reckless in the use of said money in his political relations, and used and spent large sums thereof for his own political advancement, and that well knowing that upon any legal accounting with the personal representatives of said Amasa and William Sprague, deceased, and upon any legal accounting they would be liable to account for all said sums of money, as well as for the commissions charged and received by them, respectively, they resorted to the plan and scheme of having an accounting among themselves so as ostensibly to settle and adjust their respective rights and interests in and in respect to said property and assets, and to
18 avoid and get rid of the legal accounting which they were by law bound to have made, and which, in discharge of her duty to your orator, his guardian should have required and compelled.

Your orator further shows that by reason of the aforesaid depletion of the said property and assets by the use and misapplication of the moneys and profits thereof, as hereinbefore alleged, the said property and assets and the moneys in the said business were greatly diminished in value and amount, so that even if the attempted appraisal and division provided to be made in and by said agreement marked C had been fair and just, the property which was the subject of such division was not all of the property in respect to which the said Amasa and William Sprague were liable to account, as surviving partners of A. & W. Sprague, to the personal representatives of said Amasa and William Sprague, deceased, and that upon a true and just accounting they would have been required to account for more than two million dollars of property and assets which were not brought into the division under said agreement, and which were wrongfully withheld therefrom by said Amasa and William Sprague.

Your orator further shows, upon his information and belief, that B. F. Thurston and John A. Gardner, named as referees in said agreement, were in confidential relations with and closely allied to the said William and Amasa Sprague, and were nominated by them in their own interest, and with the fraudulent and unlawful design herein above set forth.

That the said agreement marked C was so drawn and the provisions thereof so contrived that the same was intended and designed to stand in lieu of and be a substitute for any accounting and settlement which by law could have been claimed and had between all the parties named in said agreement, so that the same and the appraisal to be had as therein provided should operate as a complete settlement of all accounts between Byron, Amasa, and William Sprague, as survivors of Will-
19 iam Sprague the elder, deceased, and Fanny Sprague and Mary Sprague, the several legal representatives of Amasa and William Sprague the elder, deceased; and also, as a further settlement of all the claims and rights which your orator and the other minor children of Susan S. Hoyt, deceased, could have through their guardian as against said administratrix of William Sprague the elder, deceased, in respect to the interest of her intestate in the property and assets in the hands of said Byron, Amasa, and William Sprague, as such survivors; and your orator avers that he is advised and believes the said attempted agreement and appraisal were acts which it was incompetent and illegal for said Mary Sprague, as administratrix and guardian, to perform, and that your orator was not and is not in any manner affected or concluded thereby.

That the said agreement marked C shows upon its face that the object and intent thereof was to turn over the property and assets held by the said Amasa and William Sprague, as survivors, with the fraudulent design aforesaid, to the corporations which they proposed to organize for the purpose of carrying on the business of said A. & W. Sprague, and that said corporations were to include and represent no property or interests other than such as were included in the business of A. & W. Sprague, and no stockholders other than the parties described in said agreement as interested therein.

That the said agreement marked C, and the appraisal provided for therein, were based upon the books of account kept by said A. & W. Sprague, and the entries made therein, by or under the direction of said Amasa and William Sprague, and upon the information fraudulently given by them to the parties to said agreement, and to the referees therein named. That, in anticipation of said agreement and appraisal, and for the purpose of having the same conform to their wishes and plans, and to secure their own illegal ends thereby, the said Amasa and William Sprague caused false and fraudulent entries to be
20 made on said books; and your orator, on his information and belief, avers and charges the following among other such fraudulent and illegal acts of said Amasa and William Sprague, to wit:

First. They caused to be entered on the books of A. & W. Sprague, in December, 1864, the gross sum of $534,943.34, as and for commissions, from the death of William Sprague, in 1856, up to about November 7, 1862, the date of their purchase of the interest of Byron Sprague in the business. No commissions had been charged or entered on the books during the time that Byron Sprague was a member of the firm; and, as your orator is advised and believes, and therefore avers, no commissions could lawfully be charged by the surviving partners at any time; but, notwithstanding this, the said Amasa & William Sprague charged said commissions on the books, and also charged, in addition thereto, as commissions from about November 7, 1862, to April 1, 1865, the further sum of about $700,000. The referees disallowed the whole of the first charge of $534,943.34, and allowed only about one-half of the further charge of $700,000, but, at the time of the making of the agreement C, both said sums, amounting in the aggregate to over $1,200,000, stood charged on the books in plain violation of law and right.

Second. In order to accomplish the plan of having the said appraisal and division operate as an accounting with Mary Sprague, as administratrix of William Sprague the elder, deceased, the said Amasa and William Sprague assumed and stated that a certain sum had been divided or made the subject of a dividend declared during the lifetime of said William Sprague the elder, of which said Mary Sprague, as his administratrix, was entitled to the sum of $164,250.26. In fact, as your orator is informed and believes, no such dividend had been declared. William Sprague the elder took said Byron, Amasa, and William Sprague into the firm of A. & W. Sprague on or about the 14th day of October, 1856, and he died on the 19th day of the same month, and no
21 dividend had been declared in the interval. If any dividend had been made before October, 1856, it would have been a dividend in which Fanny Sprague, as administratrix of Amasa Sprague the elder, would have been interested, but no interest in any such dividend was stated as belonging to said Fanny Sprague as such administratrix.

Third. The said agreement marked C shows on its face that it was a part of the arrangement and division so contrived and managed by said Amasa and William Sprague that Mary Sprague and Byron Sprague

should each individually receive the sum of seventy-five thousand dollars.

That said sums were not ascertained to be due, nor were the same due, to said Mary and Byron Sprague upon any just and legal accounting; nor had they ever been credited to them on the books; but said sums were arbitrarily fixed and agreed upon by and between the parties signing said agreement, without reference to the rights of your orator and the other minor children of Susan S. Hoyt, and in fraud of their rights.

Fourth. In order to make it appear on the books of A. & W. Sprague and to the said referees that all the personal expenses of living and all the moneys drawn out for every purpose by said Amasa and William Sprague, as well as the personal expenses of said Fanny and Mary Sprague, and the money paid to them respectively, were properly chargeable against the property and assets in their hands, the said Amasa and William Sprague caused the same to be included in the general account of the firm expenses, and presented and exhibited to said referees as the cash value of said property and assets (exclusive of the Quidnick Company property), the value thereof after deducting the said expense account, including $300,000 and upwards expended in aid of the election of said William Sprague as governor of Rhode Island and United States Senator, and the moneys paid out from the time of William Sprague the elder's death, in 1856, to the 31st day of March, 1865.

22 Fifth. The said Amasa and William Sprague in other ways covered up and concealed the true state of the accounts and dealings of the firm of A. & W. Sprague; they did not bring into the account or appraisal the sum of $100,000 taken by them out of the said property and assets and invested as capital in the firm of Hoyt, Sprague & Co., of New York, and other investments; and your orator shows that a discovery and production of the books and accounts of said A. & W. Sprague are necessary in order fully to disclose and show to this honorable court the extent to which your orator was defrauded by means of said agreement and appraisal and the acts and doings of said Amasa and William Sprague in connection therewith.

Your orator further shows that afterwards, in the month of July, 1865, the said referees made their report in reference to the property and assets held and managed by the firm of A. & W. Sprague, exclusive of the Quidnick property, a copy of which said report is annexed hereto and marked Exhibit D, and which your orator prays may be taken as a part of this bill. That the said report was made up on the basis of and substantially according to the entries and accounts appearing on the books of said A. & W. Sprague; that, as your orator is informed and believes and charges, the said report marked D was untrue in fact in many essential particulars and unfair, and that it did not state or represent or attempt to represent the value of the interest of William Sprague the elder, deceased, in the said property and assets, in reference to which alone your orator's rights and those of the other minor children of said Susan S. Hoyt, through their guardian, could legally be ascertained and determined, but undertook and assumed arbitrarily to fix and state certain sums as representing supposed interests of Mary Sprague as administratrix of said William Sprague the elder, deceased, and certain other sums as representing interests of Mary Sprague as guardian

23 of said minor children, all of which was illegal and of no effect as to your orator; and your orator charges that said report and the appraisal and division attempted thereby were false and fraudulent in the following, among other things, to wit:

First. The said referees assumed and stated in said report that the cash value of the said property and assets at the close of business on the 31st day of March, 1865 (exclusive of the Quidnick Company property), was the sum of $6,732,906.69, whereas in fact such value exceeded $10,000,000.

Second. The said referees assumed and stated the liabilities for all causes to be $2,871,921.79, whereas in fact they did not amount to so large a sum.

Third. The said referees assumed and stated that a so-called "dividend" had been declared during the lifetime of William Sprague the elder, deceased, on account of which there was due to Mary Sprague, as administratrix of said William Sprague the elder, deceased, the sum of $164,250.29, whereas no such sum in respect of any such alleged dividend was due.

Fourth. The said referees assumed and undertook arbitrarily to fix the value of the interests in said property and assets of the several persons who had signed said agreement marked C, both in their individual and representative capacities, including the value of the interest of Mary Sprague as guardian, whereas in fact the said Mary Sprague had no interest therein in any capacity except as administratrix of said William Sprague the elder, her interest and duty as guardian attaching to such share or interest as might be legally found to be due to her as such administratrix.

Fifth. The said referees, while disallowing the whole sum of $534,943.34 charged by said Amasa and William Sprague for commissions for the period between the death of William Sprague the elder, in 1856, and the time of their purchase of Byron's interest, in 1862, and one half of the commissions subsequently charged, viz, $342,998.86
24 ($171,499.43 being charged as due by each of them, as shown in said report, Exhibit D), arbitrarily and illegally allowed them commissions from 1862 to April 1, 1865, amounting to about $350,000.

Sixth. The said referees, although by their disallowance of such commissions they reduced the sums standing to the credit of Amasa and William Sprague at the time of their purchase of Byron's interest, in 1862, below the amount allowed him therefor, yet treated Amasa and William Sprague, individually, as the owners of that interest, while in fact it had been purchased, as hereinbefore averred, with the funds in their hands as survivors of William Sprague the elder, deceased.

Your orator has applied to said defendants, Amasa and William Sprague, and to the defendant Chafee, for liberty to take an inventory of the property and assets of which the said A. & W. Sprague had, as survivors, the custody and control on the 1st day of April, 1865, but this request has been refused, and though from the said Spragues and from said Chafee and from said Gardiner he has asked for information as to how and upon what basis the said report was made up, this information has likewise been denied by each of them.

Your orator further shows that, directly and by indirection, the said report allows to the said Amasa and William claims and credits (including commissions, personal expenses, money invested in the firm of Hoyt, Spragues & Co., and political expenses) to the amount of upwards of one million dollars to which they had no right, and unjustly allots to them a greater proportion of stock in the A. & W. Sprague Manufacturing Company than they were or would have been entitled to receive had the said agreement marked C been legal and binding.

Your orator further shows that the said referees, on or about the 1st day of July, 1865, made another report, a copy of which is also

annexed hereto and marked Exhibit E, and which he prays may be taken as a part of this his bill, relating to the so-called "Quidnick Company" property. Your orator shows that said last mentioned report was a part of the same general scheme hereinbefore alleged for avoiding a legal accounting, and was unauthorized and illegal as to your orator, but in respect to the values reported by said referees in respect to the said "Quidnick Company" property, other parties being interested besides those who were interested in the general property held and managed by A. & W. Sprague, and the property embracing comparatively few items, the appraisal more nearly represented the actual values, and was substantially correct.

Your orator further avers that if the said report marked D had been just and fair it would have disclosed and shown the cash value at the close of the business on the 31st day of March, 1865, of the whole property (exclusive of the Quidnick Company property) then held and managed by the firm of A. & W. Sprague, and would have shown the value at that time of the interest in said property to which Mary Sprague, as administratrix of William Sprague, deceased, was entitled, and thereby the distributive shares to which the minor children of said Susan S. Hoyt, as next of kin of said William Sprague, deceased, were severally and respectively entitled to demand, by their guardian, of said administratrix. But although the said Amasa and William Sprague well knew all the facts and circumstances hereinbefore averred, and that said report did not truly state the full value of the interests in respect to which the rights of said minor children applied, as hereinbefore stated, they did, in further pursuance of their general plan and scheme, in or about the month of July, 1865, induce the said Mary Sprague, as guardian as aforesaid, to sign the petition, a copy of which is hereto annexed, marked F, and which your orator prays may be taken as a part of this his bill, which your orator alleges, upon
26 information and belief, was signed by her without knowledge of its character or purpose. With said petition in their possession, the attorney or attorneys of the said Amasa and William applied, at a term of the court of probate for the town of Warwick, which term they procured to be held especially for the purpose of presenting the said petition, and which was not a regularly adjourned term of said court, and at which no business was done except the granting of an order, a copy of which is hereto annexed, marked G, and which your orator prays may be taken as a part of this his bill. A copy of the notice upon which said application was made, and a copy of the bond referred to in said order, are heretoa nnexed, marked, respectively, H and I, to which your orator also craves leave to refer as a part of this bill.

Your orator shows and charges that all said proceedings next hereinbefore mentioned were had and taken for the purpose of attempting to avail of and execute the authority given by the aforesaid resolution of the general assembly marked B, but that the same did not constitute a valid, legal, or effectual compliance with the terms and provisions of said resolution, and that all said proceedings were collusive, irregular, and void, and were all parts of the general scheme hereinbefore alleged of keeping the said property and assets in the possession and control of Amasa and William Sprague, and of avoiding a legal accounting in respect thereof, and were in fraud of the rights of your orator.

That the said resolution of the general assembly of Rhode Island, if valid or effectual (which your orator denies), did not in any manner authorize or empower said Mary Sprague, as guardian or otherwise, to as-

certain the value of the interest of the minor children therein named in the property therein mentioned in any other way or by any other means than by a due and legal accounting, to be had in the probate court of the town of Warwick, as provided by the laws of the State of Rhode Island in that behalf; and that said full value, as the
27 same was referred to and intended to be referred to in said act, never was ascertained or attempted to be ascertained in any manner except by the pretended appraisal made pursuant to the said agreement marked C, and which did not ascertain the full value thereof, and which was fraudulent and void.

That the said resolution of the general assembly, by its terms, required that the said Mary Sprague should make and execute a bond, conditioned for the investment of the full value of the interest of said minor children therein named in the property therein mentioned, in the stock of the corporations therein referred to, in the names of and for the use and benefit of said minor children. And your orator shows that the bond given and filed by said Mary Sprague, being Exhibit I annexed hereto, was not a compliance with the terms and conditions of said resolution.

Your orator further shows that the said Mary Sprague in other respects failed to comply with the terms and provisions of said resolution of the general assembly, and never invested the amount of the full value of the interests of said minors as in said act specified, or in the manner therein mentioned. And he avers and charges that the said order marked I was void, among other things, for want of jurisdiction in the court over the subject-matter of the order and over the person of your orator or his guardian, the said Mary Sprague, or his property, and that all things done under and by virtue of said order are null and void, and not binding on your orator.

Your orator further states that the said Amasa and William, although they well knew that the said order was a void order and that the resolution of the assembly referred to in said order gave no authority to the said Mary Sprague, as guardian of your orator, to convey any of the property attempted, as hereinafter shown to be conveyed, to the said A. & W. Sprague Manufacturing Company, or to invest the value
28 of the property so attempted to be conveyed in the stock of the A. & W. Sprague Manufacturing Company or of the Quidnick Company, and that the proviso in said act had in fact never been complied with yet, in pursuance of their said plan and purpose, on or about the 9th day of August, 1865, induced the said Mary Sprague, as guardian, to execute the instrument, a copy of which is hereto annexed, marked K, to which your orator craves leave to refer as a part of this his bill, by which instrument it was attempted to transfer all the right, title, and interest of your orator, as heir at law and next of kin of William Sprague, in and to all the property and assets in the possession or control of said A. & W. Sprague to the said A. & W. Sprague Manufacturing Company, in violation of law and the rights of your orator. On the same day a similar instrument was executed by said Mary Sprague, as such guardian, in respect to the so-called Quidnick Company property to the corporation of that name.

Your orator further shows that on the same day that the said last mentioned instruments were executed, the said A. & W. Sprague Manufacturing Company was organized, the said William Sprague was elected president, and the said Amasa Sprague was elected treasurer thereof, the other stockholders being the defendants Fanny Sprague and Mary Sprague, all of whom had full knowledge of the illegality of

the instruments executed by the said Mary, as administratrix and guardian, and all of whom knew that the attempted transfers of property, so far as respects the rights of your orator, had been in violation of law, and that no compensation therefor had been made to him or to any one on his behalf. The said Amasa and William Sprague continued to have the same absolute control and management of the property and business as before, and from that time to the date of the execution of the deed of trust hereinafter mentioned, on or about the 1st day of December, 1873, the said Amasa and William had the entire management and con-
29 trol of the property, recklessly squandering the assets in wild and foolish speculations, and converting the properties of the corporations to their own use to such an extent that nearly $4,000,000 have been, in the course of less than eight years since the organization of the said corporations in 1865, misapplied by the said Amasa and William to purposes not allowed by the charters of said corporations.

Having accomplished their purpose of getting the entire control and possession of the assets of A. & W. Sprague in themselves by the means and devices hereinbefore stated, and still further to prevent your orator from calling them for to account before the courts for their maladministration of the property of which they had gained the apparent control, the said Amasa and William procured the said Mary to resign her guardianship of your orator, then still an infant.

In order to avoid and get rid of any legal accounting, and to enable the said Mary Sprague, as guardian, to pass her accounts, which it was necessary she should do upon resigning her trust, the said Amasa and William Sprague, and the said Mary Sprague, in their proceedings last mentioned, assumed that the property of your orator in her hands as guardian, and in respect of which alone she was liable to account, was the interest as ascertained by said pretended appraisal under, in pursuance of said agreement, Exhibit C.

And your orator further shows that, in order to such resignation and accounting, the said Mary Sprague, as guardian, presented a petition to the said probate court of the town of Warwick, and procured the appointment of appraisers under the statute of the State of Rhode Island providing for an appraisement of the property of minors represented by guardians, within three months after their appointment, which statute had been wholly disregarded by said Mary Sprague, and thereupon the same B. F. Thurston and John A. Gardner, who had acted as appraisers under said agreement C, were appointed, with one
30 George W. Cory, by warrant annexed hereto and marked Exhibit L, as appraisers under said petition, and returned as the value of the property of said minors, by a report also annexed hereto and marked Exhibit M, the same amount which had been allotted to them by the said report marked D, and thereupon a pretended account was made up and signed by said Mary Sprague, as guardian, and filed on or about the 9th day of July, 1866, a copy of which is annexed hereto and marked Exhibit N, all of which several exhibits, L, M, and N, your orator prays may be taken as part of this his bill.

Your orator shows that said pretended account was so contrived and managed as to exhibit to the said probate court the result of the said pretended appraisement, and to procure it to be taken and approved by the probate court as a proper account, and to be passed accordingly.

Your orator further shows that the said Mary Sprague had never, before the time of passing such account, filed or exhibited any inventory or account showing the property in her hands, or to which she was entitled as guardian of your orator; and he avers, on information and

belief, that in fact she never, at any time, had any property of your orator in her possession; that all the property in respect to which your orator had rights to an accounting through his guardian was kept by said Amasa and William Sprague; that as the pretended appraisal under the agreement, Exhibit C, was nothing else than a statement made up from the books and papers of said A. & W. Sprague, as the basis of the organization of said corporations, so, in like manner, the said pretended account, Exhibit N, was a mere repetition of the result of said appraisal, and did not place one dollar of property or money in the hands of said Mary Sprague, as guardian of your orator, and that no part of the property of your orator, so far as it consisted of an interest in the share of William Sprague, deceased, in the property and assets of said A. & W. Sprague, ever came into the possession of
31 said Mary Sprague, as guardian, so as to be the subject of any legal accounting between her and your orator. Nevertheless, your orator shows that said pretended account was fraudulently made up and procured to be passed; and on the 1st day of September, 1866, without any knowledge on the part of your orator, an order was entered accepting the resignation of said Mary Sprague, at a regular term of the probate court of the town of Warwick, and on the same day, in the said court, and at the same term thereof, the said William Sprague was appointed guardian of the property of your orator, and thereafter filed an inventory stating the same pretended share or interest, as fixed by said appraisal, pursuant to Exhibit C, as the property of your orator in his hands as guardian.

Your orator further shows that since the appointment of the said William Sprague as his guardian he has kept from your orator all information as to the condition of his affairs, and, though thereto required, has refused to give any information, and since the filing of his inventory as guardian has rendered no account to the court as guardian of your orator, nor has he at any time rendered a just and true account of his doings in his capacity of guardian, as aforesaid; and that he is still the guardian of your orator.

Your orator further shows that, during all the times hereinbefore mentioned, the proper probate court, to wit, the probate court of the town of Warwick, in the State of Rhode Island, had jurisdiction to enforce an accounting in the manner provided by the laws of Rhode Island, in respect to the share or interest in the said property and assets in the hands of said Amasa & William Sprague, to which the said Mary Sprague, as administratrix of William Sprague, deceased, was entitled, and in respect to the distributive share of your orator in the estate of said William Sprague, deceased; but so it was that the personal interest of the said Mary Sprague, and her interest as such administratrix, and the interest of your orator, which she represented
32 as guardian of his property, were conflicting, and that the personal interest of said William Sprague and the interest of your orator, of whose property said William Sprague was appointed guardian in the year 1866, were conflicting, and that the jurisdiction and power of said probate court were not invoked by said Mary Sprague or William Sprague, except in aid of the general scheme and plan for keeping all said property and assets in the manufacturing business carried on by said Amasa & William Sprague, and in order to carry out such scheme and plans more effectually, and in fraud of the rights of your orator.

Your orator further shows that, as a part of said general scheme and

plan of said Amasa and William Sprague, they formed a copartnership, in the State of New York, in the year 1859, with your orator's father, Edward Hoyt, under the firm name of Hoyt, Spragues & Company, as a commission house, for the purpose of receiving the goods manufactured by said A. and W. Sprague, and of making advances thereon and selling the same on commission; that the commissions on such consignments amounted to very large sums, in which the said Amasa and William Sprague were interested, and that by the use of the credit of said firm of Hoyt, Spragues & Company the facilities of said Amasa and William Sprague in the management of said property and assets, and in their manufacturing business, were greatly increased.

And your orator further shows that his father, Edwin Hoyt, being a copartner in business with said Amasa and William Sprague in the said firm of Hoyt, Spragues & Co., had close business as well as personal relations with said Spragues, and was so far identified with them in interest that he did not oppose them in their plans and schemes for carrying on the manufacturing business in the State of Rhode Island, with the property and assets in their control, and was induced by them to unite in the signing and execution of such papers as they required
33 in reference to the interests of either of his children, doubtless in the belief that the acts of said Spragues were legal and proper, or trusting to their pecuniary ability to respond to any just and legal claim; that your orator's said father was never appointed the general guardian of either of his said children, and that no property of said children came to his possession.

And your orator further shows that he never learned or heard from his said father any facts relating to his interests or rights in the property in Rhode Island, but was kept in entire ignorance thereof. That as to the shares of the capital stock of the said A. & W. Sprague Manufacturing Company and said Quidnick Company which had been set apart and allotted, and your orator never heard or had any information how such stock was created.

Your orator further shows that, after the financial disasters and "panic," so called, in September, 1873, and the embarrassments of the said A. & W. Sprague Manufacturing Company hereinbefore mentioned, the firm of Hoyt, Spragues & Co. above mentioned suspended payment, and became and were unable to pay their debts, and your orator's father, Edwin Hoyt, was taken ill and was for a long time confined to his house: and finally on the 15th day of May, 1874, died at the city of New York.

Your orator further shows that in November, 1873, the A. & W. Sprague Manufacturing Company became embarrassed, and shortly thereafter the said company executed a trust deed of all its property to the defendant, Zechariah Chafee, in which trust deed the said Amasa and William Sprague, individually and as co-partners under the firm name of A. & W. Sprague, and also the said Mary Sprague and Fanny Sprague, joined; and that, by subsequent instruments executed in April, 1874, the said A. & W. Sprague Manufacturing Company, and the said Amasa and William Sprague, as composing the firm of A. & W.
34 Sprague, conveyed and assigned all their property to the said Zechariah Chafee, for the benefit of creditors; and he alleges that the said Chafee now has, or pretends to have, all the property so assigned in his possession and control, and to be vested with the title thereof, which he claims to hold for the benefit of the creditors of each and every of the persons and corporations who have executed the said assignments and trust deed. But that the said Chafee refuses to recognize your orator as a creditor, and declines to furnish him with any in-

formation by which your orator can ascertain the amount of his claim against the property in the hands of said Chafee, as assignee as aforesaid.

That all of the said property and assets having been turned over and conveyed to said A. & W. Sprague Manufacturing Company, and thereafter to the defendant, Zechariah Chafee, as hereinbefore averred, the said defendants, Mary Sprague and William Sprague, have no property in their possession which can be reached by the said probate court, and that your orator is advised and believes, and shows that this honorable court has jurisdiction over all the parties to this bill, and over the subject-matter, and power to grant the relief sought herein.

Your orator further shows that, as he is advised and believes and therefore avers, the trust existing in favor of your orator, in respect to the said property and assets in the hands of the said Amasa and William Sprague, as survivors of said William Sprague, the elder, deceased, followed the said property and assets into the possession of the said A. & W. Sprague Manufacturing Company and into the hands of said Zechariah Chafee, as trustee or assignee, as aforesaid, and that the said property and assets in the possession of said Chafee as such trustee or assignee are subject to the said trust and to the rights and equities of you rorator, in the same manner as they were while in the possession of said Amasa & William Sprague and of said A. & W. Sprague Manufacturing Company.

Your orator further shows that said William Sprague from time
35 to time sent to your orator statements which professed to be statements of accounts of money or income payable by him as guardian, but never gave him any information as to the facts relating to his property or his interests or rights.

Your orator further shows that since the said property and assets passed into the possession of the said A. & W. Sprague Manufacturing Company by the means and in the manner hereinbefore set forth and described, and in the year 1868, he attained his majority, but that all the material facts hereinbefore averred and constituting the grounds upon which he now invokes the aid and relief sought in and by this his bill, were unknown to him until within about four months last past; that owing to studious concealment on the part of said William Sprague, his guardian, and his misrepresentations of facts and the ignorance in which your orator was and has been in respect to the situation of his property and rights, he was in entire ignorance of and had no suspicion of the material facts hereinbefore set forth.

That your orator being without means, and the said William Sprague, his guardian, having, as your orator ascertained from the published reports of the committee of creditors of said A. & W. Sprague Manufacturing Company, used and misapplied moneys belonging to your orator, called on said William Sprague as his guardian to account to him; that said William Sprague, after suit had been brought by your orator, delivered to your orator 123 shares of stock in the Quidnick Company and certain other shares of stock to which he informed your orator he was entitled, and which your orator received in entire ignorance of the facts heretofore set forth, relating to the fraudulent acts of the defendants herein.

That said William Sprague, after delivering to your orator the said stock, refused to account to him or to do any further act or thing to put your orator in possession of his property or of any information in regard thereto; and thereupon your orator commenced proceedings
36 against the said William Sprague, for the purpose of enforcing

his legal rights against said William Sprague, as such guardian. That in the course of the investigations and examinations which were had and made in said proceedings, your orator for the first time discovered and ascertained that no accounting had ever been had in respect to the property and assets which came into possession and control of said Amasa and William Sprague, as surviving partners of A. and W. Sprague, as hereinbefore set forth; and that the said Mary Sprague had never duly accounted, as administratrix of William Sprague deceased, or as guardian of your orator, and your orator then set on foot an examination and investigation which resulted in disclosing the facts hereinbefore set forth. That your orator applied to the said Mary Sprague for information in relation to the said facts, and was informed by her that she had acted throughout under the direction and dictation of the said Amasa and William Sprague and their attorneys, and not according to her own discretion or judgment; and your orator shows that the said Mary Sprague is now advanced in years, and is upwards of seventy years of age, and that it is important and necessary for the rights of your orator that her testimony should be taken and perpetuated in this cause.

Your orator further shows that, as he is informed and believes, the value of his distributive share in the interest of William Sprague, deceased, in the property and assets of the firm of A. & W. Sprague, on the 9th day of August, 1865, was, at least, one twenty-fourth part of the sum of $12,000,000.

That owing to the failure of said Mary Sprague, as administratrix, to compel an accounting in respect to such interest of William Sprague, deceased, or to ascertain and secure, as guardian, the value of the said distributive share of your orator therein, and owing to the other wrongful and fraudulent acts hereinbefore averred, the entire property and assets in respect of which such accounting should have been had have gone into the hands of the said defendant Chafee, as trustee or assignee
37 as aforesaid, the said administratrix and guardian conniving and assenting thereto, so that your orator is without remedy, unless by the aid of a court of equity. That, as he is advised and believes, he is entitled to an accounting to the end that the value of his aforesaid distributive shares as one of the heirs at law and next of kin of said William Sprague, the elder, deceased, at the time when the said property and assets were wrongfully converted and taken into possession by said company, may be ascertained and adjudged by the decree of this court to be a charge upon the said property and assets to be paid to him when so ascertained with interest thereon.

Your orator further shows that he is apprehensive that unless enjoined and restrained by the order and decree of this honorable court, the defendant Chafee will use or apply the said property and assets in his hands, as trustee or assignee, or the proceeds thereof, without reference to the claims and equities of your orator against the same, and in violation of your orator's rights, and to his great and irreparable loss and injury. That said defendant Chafee refuses to recognize the rights of your orator, and is hostile to the interests of your orator, and is in the interest of said defendants Amasa and William Sprague.

In consideration whereof your orator prays relief, that your orator's rights may be established by this honorable court according to equity; that the said defendants may answer the premises; that an account of all the property and assets which came into the possession or under the control of the said Amasa and William Sprague, as survivors of William Sprague, deceased, and of the increase thereof, and of the profits of the business carried on by said defendants, Amasa and William

Sprague, after the death of said William Sprague, and of the amount due in respect thereof to the administratrix of said William Sprague,
38 on the 9th day of August, 1865, and of your orator's share or interest therein, may be had and taken, and the value thereof ascertained and determined, and that your orator's rights and equities in and in respect to the said property and assets and profits may be ascertained and enforced; that the trust existing in favor of your orator in or in respect to said property and assets may be established and your orator's share and interest therein ascertained and decreed, and that your orator may be decreed to be a creditor of the said A. & W. Sprague Manufacturing Company to the extent of the value of such share or interest, and entitled to payment of the same, with interest thereon from said 9th day of August, 1865, and that said defendant Chafee, as such assignee and trustee, may be decreed to pay the same out of the said property and assets in his hands, or the proceeds thereof, so that complainant shall receive and be paid his full share thereof in such manner as to this court shall seem just and according to equity.

Also that said defendants, and particularly the said defendants Amasa and William Sprague and the said A. & W. Sprague Manufacturing Company, may be required to make discovery of all books of account, deeds, papers, writings, and vouchers relating to the copartnership business of the firm of A. & W. Sprague, and of the surviving partners of said firm, and of the amount of the moneys had and received by said defendants, or either of them, especially the moneys had and received by said Amasa and William and Fanny and Mary Sprague from the time of the death of William Sprague the elder, and of all matters and things relating or in any manner appertaining to the rights of your orator in respect to said property and assets, and to account for all sums of money so had and received by them.

That the said defendants, William Sprague and Mary Sprague, as guardians, respectively, of your orator, may severally be decreed to account to your orator as such guardians.

39 That the testimony of said defendant Mary Sprague may be taken and perpetuated herein under the order of this court.

That the said defendants, and especially the said defendant Zechariah Chafee, as assignee or trustees, under the said trust deed, or any deed, may be restrained and enjoined, by the decree of this honorable court and by its order, during the pendency of this action, from selling, assigning, transferring, or paying to any person or persons, or corporation, any of the real or personal property conveyed or assigned to him by the said A. & W. Sprague Manufacturing Company, or by any or either of the defendants, and from doing any act or thing whatsoever to the prejudice of or in conflict with the rights and interest claimed by your orator, as hereinbefore set forth and alleged.

In consideration whereof your orator prays process of subpœna against the said Amasa Sprague, William Sprague, individually, and as guardian of William S. Hoyt; Fanny Sprague, individually, and as administratrix of Amasa Sprague, deceased; Mary Sprague individually, and as administratrix of William Sprague, deceased; The A. & W. Sprague Manufacturing Company, and Zechariah Chafee, trustee under the said indentures or deeds of trust made by said A. & W. Sprague Manufacturing Company Amasa Sprague and William Sprague, Fanny Sprague and Mary Sprague, commanding and requiring them to appear and answer, under their several and respective oaths, this your orator's bill of complaint. To the end, therefore, that the said defendants may, if they can, show why your orator should not have the relief hereby prayed, and may,

upon their several and corporate oaths, and according to the best of their knowledge, remembrance, information and belief, full, true, direct and perfect answer make to such of the several interrogatories hereinafter numbered and set forth as they are respectively required to answer, to wit:

1. Whether the said defendant Mary Sprague, as administra-
40 trix of William Sprague, deceased, has ever filed or passed her accounts as such administratrix, and what property, if any, has ever come into her hands as such administratrix?

2. Whether the interest of Byron Sprague in the copartnership property and assets of the firm of A. & W. Sprague was acquired by the defendants Amasa and William Sprague by purchase from said Byron, and what sum of money was paid to him therefor?

3. Whether any and what interest of Almira Sprague in, or in respect of, the copartnership property and assets of said firm of A. & W. Sprague was acquired by the defendants Amasa and William Sprague by purchase from said Almira, and what sum of money was paid therefor?

4. Whether the petition, a copy of which is annexed to this bill and marked Exhibit A, purporting to be signed by the defendant Mary Sprague, was signed by her?

5. Whether the agreement, a copy of which is annexed to this bill and marked Exhibit C, was made and executed by the parties therein named?

6. Whether any, and if so, what, accounting or appraisal in respect to the value of the interests of Amasa Sprague, deceased, and William Sprague, deceased, respectively, in or in respect to the property and assets of the firm of A. & W. Sprague, in the hands of the survivors of William Sprague, or in respect to the amounts due to the personal representatives of said Amasa and William Sprague, deceased, respectively, was ever had or made at any time, and, if so, when, from the death of said William Sprague, in 1856, up to the time of the making of the said agreement, Exhibit C?

41 7. What was the whole amount of money received by the surviving partners of said firm of A. & W. Sprague, and entered on their books, from the property and assets of said firm and the business carried on by them, from the death of William Sprague, in 1856, up to the 9th day of August, 1865?

8. What was the whole amount of money expended by the said surviving partners of said firm of A. & W. Sprague, in carrying on the said business from the death of said William Sprague, in 1856, to the 9th day of August, 1865, as entered on said books?

9. What sum or sums of money, if any, were charged on the books of said A. & W. Sprague, between the death of said William Sprague and the 9th day of August, 1865, for commissions?

10. What sum or sums, if any, were drawn out or allowed and credited during the same period above specified for commissions, and what sums for personal expenses of the defendants herein, respectively, or for the use of either of them?

11. What sum or sums of money, if any, were drawn out during the same period for any special investments, adventures or operations of either of the defendants, including any sum contributed as capital to the firm of Hoyt, Sprague & Co., of New York?

12. Whether the sum of $75,000 specified in said agreement Exhibit C, annexed hereto, as agreed to be paid to Mary Sprague, was paid to and received by her in money or stocks?

13. Whether Mary Sprague, as administratrix of William Sprague,

deceased, ever received and had in hand any sum of money whatever, and, if so, what sum, as the proceeds of the share of William Sprague, deceased, in the surplus of the copartnership property and assets of the firm of A. & W. Sprague, of which he was a member at his death, in 1856, after payment of the copartnership debts?

42 14. Whether any and what dividend was ever declared, and when, in the lifetime of William Sprague, the elder, of profits of the business of A. & W. Sprague?

15. Whether the bond, a copy of which is annexed to this bill and marked Exhibit I, was executed by the obligors therein named, and whether any other bond was ever executed as a bond in compliance with the provisions of the resolution of the general assembly of Rhode Island, passed January, 1863?

16. Whether said Mary Sprague, as guardian or otherwise, had ever had in her separate possession or under her own control any part of the property mentioned and described in the conveyance, Exhibit K, or any part or parcel thereof?

17. Whether the said Mary Sprague ever had in hand, in her separate possession and under her own control any of the property specified in the so-called "inventory" annexed hereto marked Exhibit M, or her so-called "account," annexed hereto and marked Exhibit N?

18. Whether the defendant William Sprague, as guardian of said complainant, has ever filed any account of his acts and doings, as such guardian, in any court of probate in the State of Rhode Island?

19. Whether the several deeds of trust, purporting to have been executed by the A. & W. Sprague Manufacturing Company and others to Zechariah Chafee, and referred to in this bill, were so executed?

20. Whether the said defendant Zechariah Chafee now holds the property described in said trust deed, or any and what part of the same?

And on the final hearing, may it please your honor to grant

43 to your orator such other and further relief as may be equitable in the premises.

And your orator will ever pray.

W. S. HOYT.

Solicitor for Complainant.

Of Counsel.

UNITED STATES OF AMERICA,
Southern District of New York, ss:

William S. Hoyt, the complainant above named, being duly sworn, deposes and says, that he has read the foregoing bill of complaint and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters therein stated on information and belief, and as to those matters he believes it to be true.

W. S. HOYT.

Sworn to before me this twenty-fifth day of June, 1875.

[L. S.] EDWARD L. OWEN,
U. S. Commissioner for the Southern District of New York, in the Second Circuit.

NOTE.—The defendants Amasa and William Sprague respectively are required to answer the interrogatories numbered respectively 2, 3, 5, 6, 7, 8, 9, 10, 11, 14, 15, 18, 19.

The defendant Mary Sprague is required to answer the interrogatories numbered respectively 1, 4, 12, 13, 16, 17.

The defendant Zechariah Chafee is required to answer the interrogatories numbered respectively 19, 20.

44 EXHIBIT A.

To the honorable the general assembly, at its January session, A. D. 1863.

The petition of Mary Sprague, of Warwick, in the county of Kent, widow of William Sprague, late of said Warwick, deceased, and of Edwin Hoyt, of the city, county and State of New York, respectfully represents:

That by the town council of the town of Warwick the said Mary was duly appointed guardian of the estate of Edwin Hoyt, jr., Susan S. Hoyt, Sarah Hoyt and William S. Hoyt, children of the petitioner, the said Edwin, and of Susan Hoyt, deceased, who was the daughter of the petitioner, the said Mary.

That said children, who are all minors and heirs at law of their said mother, are interested in all the estate and property, real, personal and mixed, now held, owned, and managed by the firm of A. and W. Sprague, of Providence.

That the petitioners deem it advisable and expedient that the interests of said minors should be vested in such corporation or corporations as shall be organized under and in accordance with the charters heretofore granted by your honorable body for that purpose; and that in order to so vest the same, it will be necessary that the title of said minors shall be conveyed to such corporation or corporations as shall be so formed.

Wherefore your petitioners pray that whenever any corporation or corporations shall be organized under either or any of the charters aforesaid, and conveyance or conveyances shall become necessary, to vest the title of the parties interested in any of said property in any such corporation or corporations, upon the execution by said Mary and Edwin as principals of every such bond or bonds in such penal
45 sum or sums, and with such sureties as the court of probate of Warwick shall require, conditioned for the investment of the amount of the full value of the interests hereinafter prayed to be conveyed in the capital stock of any such corporation or corporations to which such interests shall be conveyed as hereinafter prayed, in the names and for the use and benefit of said minors. And on the delivery of such bond or bonds to said court of probate, the said Mary, in her capacity as guardian, may make, execute, seal, acknowledge, stamp, and deliver all and any such conveyance and conveyances, to any such corporation or corporations, as shall be necessary to vest the title of the said minors in and to said property in any such corporation or corporations, and that any such conveyance or conveyances so executed, acknowledged, stamped, and delivered, shall be deemed and held as valid and effectual in law and in equity, to vest the title of said minors in any such corporation or corporations as though the same were executed, acknowledged, and delivered by said minors after attaining their majority, and as in duty bound will ever pray.

MARY SPRAGUE,
Guardian.
EDWIN HOYT.

46 EXHIBIT B.

Resolution authorizing Mary Sprague, of Warwick, guardian, to make conveyance of the interest of minors in and to the property of the firm of A. & W. Sprague.

Upon the petition of Mary Sprague, of Warwick, widow of William Sprague, late of Warwick, deceased, and of Edwin Hoyt, of the city and State of New York, representing that the said Mary is guardian of the estates; and the said Edwin, father of Edwin Hoyt, jr., Susan S. Hoyt, Sarah Hoyt, and William S. Hoyt, minor children and heirs at law of Susan Hoyt, deceased, and praying, for certain reasons, that the said Mary may be authorized and empowered to make conveyance in her said capacity, of all the right, title, and interest of said minor children, as heirs at law of their said mother, in and to all the estate and property, real, personal, and mixed, now held, owned, and managed by the firm of A. & W. Sprague, of Providence;

Voted and resolved that the prayer of said petition be and the same is hereby granted; and the said Mary Sprague, in her capacity as guardian of the estate of Edwin Hoyt, jr., Susan S. Hoyt, Sarah Hoyt, and Wm. S. Hoyt, is hereby authorized and fully empowered, whenever any corporation or corporations shall be organized under either or any of the charters heretofore granted by the general assembly of this State, and conveyance or conveyances shall become necessary to vest the title of the parties interested in any of said property so held, owned, or managed by the firm of A. & W. Sprague, in any such corporation or corporations, to make, execute, seal, acknowledge, stamp, and deliver all and any such conveyance and conveyances to any such corporation or

47 corporations as shall be necessary to vest the right, title, and interest of the said minors in and to said property, or any portion thereof, in any such corporation or corporations; and that any such conveyance or conveyances so executed, acknowledged, stamped, and delivered shall be deemed and held as valid and effectual in law and in equity to vest the title of said minors in any such corporation or corporations as though the same were executed, acknowledged, stamped, and delivered by said minors after attaining their majority.

Provided, That before the delivery of any such conveyance or conveyances, the said Mary shall have executed and delivered to the court of probate of Warwick every such bond or bonds with herself in her said capacity, and said Edwin Hoyt, as principals, in such penal sum or sums and with such sureties as said probate court shall require, conditioned for the investment of the amount of the full value of the interests of said minors, which she shall then be about to convey in the capital stock of any such corporation or corporations to which the same shall be conveyed, in the names and for the use and benefit of said minors.

Endorsements.

228, No. 2.—Petition of May Sprague, guardian; et al., to make conveyance of the interest of minors in and to the property of A. & W. Sprague. H. of R., March 3, 1863. Referred to Com. on Ind. W. J. M., cl'k.

Recommended to grant prayer of petitioner and passage of accompanying resolution. R. W. Greene, for the committee.

H. of R., March 4th, 1863. Granted, and accompanying resolution read and passed. W. J. M., cl'k.

Senate, March 6th, 1863. Read and referred to Com. on Jud. D. O. G., cl'k.

Rec'm'd to concur. E. B. Potter for com.

Senate, March 9th, 1863. Read, and accompanying resolution read and concurred. D. O. G., cl'k.

48 EXHIBIT C.

This agreement made and entered into this first day of April, A. D. one thousand eight hundred and sixty-five, by and between Fanny Sprague, of Cranston, in the county of Providence and State of Rhode Island, in her individual capacity and in her capacity of administratrix upon the estate of the late Amasa Sprague, deceased; Mary Sprague, of Warwick, in the county of Kent, in her individual capacity and in her capacity of administratrix upon the estate of the late William Sprague, deceased, and also in her capacity of guardian of the estates of Edwin Hoyt, Susan S. Hoyt, Sarah Hoyt, and William S. Hoyt, minor children of Susan Hoyt, deceased; William Sprague and Kate C. Sprague, his wife, both of South Kingston, in the county of Washington; Amasa Sprague, of said Cranston; Edwin Hoyt, of the city, county, and State of New York; Byron Sprague and Harriet Sprague, his wife, both of the city and county of Providence; Thomas A. Whitman and his wife, Augusta Whitman, both of Coventry, in said county of Kent—the said Thomas A. in his individual capacity and in his capacity of executor of the last will and testament of Emanual Rice, late of said Warwick, deceased, and Almira R. Rice, of said Warwick, witnesseth:

That whereas all the parties named above who have interest in the property now held and managed by the firm of A. & W. Sprague (exclusive of the Quidnick Company property) are desirous of ascertaining the distinct value of such property in which all such parties have an interest, the value of the interest of each in every capacity, and the amount of the idebtedness, if any, of each in every capacity to said firm, as well as the amount of indebtedness, if any, from the firm to each in every capacity, for the purpose of organizing a corporation upon such property as capital, as hereinafter provided; and, whereas, the parties

49 named above, who have interests in the property of the Quidnick Company, now held and managed by said firm, are desirous of ascertaining the distinct value of such property in which all such parties have an interest, the value of the interest of each in every capacity and the amount of the indebtedness, if any, of each in every capacity to said firm of A. & W. Sprague, as well as the amount of indebtedness, if any, from said Quidnick Company to each such party in every capacity, for the purpose of organizing a corporation upon the property of said Quidnick Company as capital, as hereinafter provided.

Now, therefore, for the purpose of carrying into effect the above declared objects and of placing the interests and claims of the parties in proper position to admit of the organization of the corporations as aforesaid, and to declare such plans for and modes of such organizations as agreed upon by the parties as will allow Mary Sprague and Byron Sprague each to receive about $75,000, and the indebtedness of the representatives of said Rice to said firm to be canceled at the time of such organizations.

The parties above named, in their several capacities (the said Kate C. Sprague and Harriet Sprague, for the purpose of pledging themselves to join by release of dower in all conveyances hereinafter pro-

vided for only), do mutually covenant and agree, each in every capacity to and with every other in every capacity, in manner following, viz:

That Benjamin F. Thurston, of Providence, counsel for some of the parties, and John A. Gardner, of said Providence, counsel for other parties, be and they are hereby chosen and appointed referees to decide, determine and make their awards and report upon the following matters, viz:

1st. The cash value at the close of business on the 31st day of March, 1865, of the whole property, assets, rights, and credits, of every
50 name and nature (exclusive of the Quidnick Company property), then held and managed by the firm of A. & W. Sprague, in which the representatives of the late Amasa and William Sprague, deceased, who had not prior to said time disposed of their portions therein, then had an interest.

2d. The value at said time of the respective interests of the respective parties aforesaid therein, in their several and respective capacities, after deducting the amount of all the then existing liabilities of the firm, which the property specified in the first subject of reference above should contribute to the payment of, from the cash value of the said property, assets, &c., ascertained as above, and also the amount of such liabilities.

3d. The amount at said time due from the firm, if any, to each such party, in each and every capacity, and the amount due, if any, from each such party, in each and every capacity, to the firm, with the amount, if any, due Mary Sprague in her capacity as administratrix, from the firm, on account of any dividend declared in the lifetime of her husband, awarded in a separate as well as the general item of her dues as administratrix, from the firm.

4th. The cash value at said time, of the whole property, assets, rights and credits of every name and nature, of the Quidnick Company, then held and managed by the firm of A. & W. Sprague.

5th. The value at said time of the respective interests of the respective parties then interested in said Quidnick Company property, in their several and respective capacities, after deducting the amount of all then existing liabilities of the company, from the value of the said property, assets, &c., ascertained as above.

51 6th. The amount at said time due from said Quidnick Company, if any, to each party interested in said company in each and every capacity, and the amount, if any, due from each such party in each and every capacity, to said firm of A. & W. Sprague.

7th. The market value per share (excluding interest thereon) at said time of all the bank and insurance stocks, and the market value (excluding interest thereon) at said time of each Hartford, Providence & Fishkill Railroad bond held and managed by said firm, and included in said first subject of reference above, as well as what pro rata number of said bonds and what pro rata number of shares of each such stock would be required, at such appraised market values, to make the total appraised value of the bonds and shares represented by the sum of the said numbers equal, as nearly as may be, to the sum of ($75,000) seventy-five thousand dollars.

That said referees shall accept their appointment by endorsing their acceptance on this agreement; that they shall have power, in the event of their disagreement upon any question of law or fact arising in the course of the discharge of their duties under this agreement, to select an umpire for the decision of such question, and may select different umpires for the decision of different questions upon which they may

disagree, and the decision of the umpire selected for the decision of such specific question, and one of the referees, shall be final, conclusive and binding upon all parties interested upon such question; and said referee shall act upon each such decision in the same manner as though the decision had been their own, without making any umpire party to their report or having it appear by their report that any umpire has been chosen; that in the discharge of their duties full and complete access shall be allowed them to the books, accounts and papers
52 of all parties, and free privilege shall be given to them to inspect any of the classes of property necessary to be appraised; that each of the parties hereto shall, upon application, truly answer touching all matters necessary for them to know in the discharge of their duties; that they may obtain such information touching the matters referred from third parties as they may deem of assistance to them; that they shall not be required to give any notices to any of the parties of any of their proceedings unless they so choose; that on or before the first day of July, 1865, they shall make two reports, one embracing their award on all matters particularly referred as above by the parties aforesaid having interests on said 31st day of March in the property of the firm of A. & W. Sprague, and one embracing their award on all matters particularly referred as above by the parties having interests at said time in the property of the Quidnick Company, and deliver each of said reports to the firm of A. & W. Sprague, and a certified copy of each to any party requesting one, who has any interest under the terms of this reference in the report so requested; and that each of the awards and reports by said referees made shall be absolutely final, conclusive and binding in every particular, in fact, in law, and in equity, forever hereafter upon all the parties whom each such award and report shall affect.

And it is further agreed that as soon as practicable, and within twenty days after the reports of the said referees shall have been made as above provided, a corporation shall be organized by the parties interested in the matter of the first subject of reference above, under the charter granted to the A. & W. Sprague Manufacturing Company at the May session of the general assembly, A. D. 1862, and full and complete conveyance or conveyances and transfer or transfers shall be made by the said parties in interest, in their several capacities, to the said corporation of all their interests in the property, assets, &c., speci-
53 fied in said first subject of reference, as the same shall be increased or diminished at the date of conveyance by the accounts hereinafter provided to be transferred to the books of said corporation, sufficient to vest fully and entirely the title of all such property, assets, &c., so increased or diminished at the date of the conveyance, in the said corporation.

And it is further agreed that after the formation and complete organization of the said corporation and the corporation hereinafter provided to be formed and organized, and on or before the day when the abovementioned conveyance or conveyances, transfer or transfers, and the conveyance or conveyances, transfer or transfers hereinafter provided for are made, and before the same are delivered to said corporations respectively, said firm of A. & W. Sprague shall deliver the pro rata number of bonds of the Hartford, Providence & Fishkill Railroad Company, and transfer the pro rata number of shares of stock of each bank and each insurance company in which said firm held stock at the close of business on the 31st day of March, 1865, to Mary Sprague, which the referees, under the seventh subject of reference above pro-

vided, shall award, and shall at the same time deliver the same number of such bonds and transfer the same number of such shares of stock to Byron Sprague.

And it is further agreed that Amasa Sprague and William Sprague shall each pay to the firm of A. & W. Sprague one-half of the appraised value as aforesaid of said bonds and shares of stock that shall be delivered and transferred to the said Mary and Byron, or shall give their notes to the firm therefor, before the delivery of the conveyances above and hereinafter mentioned, as they may elect.

And it is further agreed that said A. & W. Sprague Manufacturing Company shall assume the amount of liabilities of the said firm of A. & W. Sprague at the date of the delivery of the conveyance or
54 conveyances as aforesaid to the same, that shall be reported by the referees under the second subject of reference above, which shall then be undischarged, together with such additional liabilities as shall appear by the accounts herein provided to be transferred to the books of said corporation, to exist.

And it is further agreed that, as soon as practicable after the organization of the said A. & W. Sprague Manufacturing Corporation, and the delivery of the conveyance or conveyances hereinafter provided for, each of the above named parties interested in the matter of the first subject of reference above shall, in their proper capacities, receive certificates for such number of shares of the capital stock of said A. & W. Sprague Manufacturing Company as the ratio of the value of such parties' interest, in his or her proper capacity, as ascertained under the provisions of the second subject of reference above, to the whole capital stock, as the same shall be fixed by the stockholders, shall entitle such party to have; provided that the appraised value of both Amasa and William Sprague's interests shall be increased by one half the amount above provided to be by them respectively paid or secured by notes to said firm before the share apportionment; and provided further, that the amount of one of said notes or payments shall be deducted from Mrs. Mary Sprague's appraised individual interest before the share apportionment; and provided further, that Mrs. Mary Sprague shall, in her capacity of administratrix, execute and deliver a proper release to said firm of all claims due her, in her said capacity, from the firm, on account of any dividend declared in the life-time of her husband, before said share apportionment, and before the delivery of conveyance or conveyances as aforesaid.

And it is further agreed that, as soon as practicable, and within twenty days after the reports of the said referees shall have been made as above provided, a corporation shall be organized by the parties interested in the matter of the fourth subject of reference above,
55 under the charter granted to the Quidnick Company at the May session of the general assembly, A. D. 1862, and full and complete conveyance or conveyances and transfer or transfers shall be made by the said parties in interest, in their several capacities, to the said corporation, of all their interests in the property, assets, &c., specified in said fourth subject of reference, as the same shall stand increased or diminished at the date of conveyance, by the accounts hereinafter provided to be transferred to the books of said corporation, sufficient to vest fully and entirely the title of all such property, assets, &c., so increased or diminished at the date of conveyance, in the said corporation.

And it is further agreed that said Quidnick Company corporation shall assume and pay all liabilities of the Quidnick Company unsettled at the date of the delivery of the conveyances as aforesaid to said cor-

poration; and that at or before said date the firm of A. & W. Sprague shall execute and deliver to the proper parties full discharges of all indebtedness awarded by the referees, under the sixth subject of reference above, to be due said firm from the representatives of Emanuel Rice, deceased.

And it is further agreed that, as soon as practicable after the organization of the said Quidnick Company corporation and the delivery of the conveyance or conveyances hereinbefore provided for, each of the above-named parties interested in the matter of the fourth subject of reference above, shall, in their proper capacities, receive certificates for such number of shares of the capital stock of said Quidnick Company as the ratio of the value of such parties' interest, in his or her proper capacity, as ascertained under the provisions of the fifth subject of reference above, to the whole capital stock, as the same shall be fixed by the stockholders, shall entitle such party to have, provided that one-half of the sum of the amounts provided as above to be paid or secured to said firm of
A. & W. Sprague by Amasa Sprague and William Sprague shall
56 be deducted from the appraised value of Byron Sprague's interest before the share apportionment, and that one-quarter of said sum shall be added to the appraised value of the interests of both the said Amasa and William before the share apportionment; and provided further, that the amount found due, under the provisions of the sixth subject of reference, from any representative of Emanuel Rice to the firm of A. & W. Sprague, in any capacity, shall be deducted from the appraised value of such representatives' interest, in such capacity, before the share apportionment, and that the sum of all such deductions from the value of the interests of the representatives of said Rice shall be divided pro rata among all parties interested in the first subject of reference who are interested in the fourth subject of reference, according to the appraised interests of such parties in said fourth subject of reference, in their respective capacities; and the amount assigned to each in their respective capacities by such pro rata division shall be added to such parties' appraised interest in such capacity before the share apportionment.

And it is further agreed that at the organization of each of said corporations, a by-law shall be passed by each which shall provide for an annual dividend of at least six per cent., if so much has been earned; and if so much has not been earned, then of such percentage as has been earned: provided such percentage amounts to at least one per centum upon the amount of capital invested; and each such by-law shall further provide that it shall not be altered, amended, enlarged, modified, or repealed without the consent of all of the stockholders.

And it is further agreed that, in case it shall become impracticable to make an exact division of the capital stock of either of said corporations among the parties interested, according to their respective interests, without making fractional divisions of shares, the said Thurston
and Gardner are authorized, in case the parties interested in
57 either of said corporations are unable to agree among themselves as to the division, to decide which of the parties interested shall receive an amount of stock which shall be greater than his or her just proportion by a fraction of a share, and which shall receive a correspondingly less amount; and the differences they shall adjust by determining what sum of money shall be paid by the one class to the other to equalize the same.

And it is further agreed that from and after the 31st day of March, 1865, and until conveyances are delivered to said corporations as afore-

said, the books and accounts of the firm of A. & W. Sprague and of the Quidnick Company shall be kept as heretofore; and at the time of such delivery of conveyances, or as near thereto as practicable, all accounts of business done by A. & W. Sprague, in which the parties interested in said first subject of reference above have an interest, kept after said 31st day of March, shall be balanced on the books of said firm, and the balances and such items of said accounts as may be necessary to a correct understanding of the same, carried to the books of the A. & W. Sprague Manufacturing Company, and the accounts of the business of the Quidnick Company between such dates shall in like manner be balanced, and the balances and such items of said accounts as may be necessary to a correct understanding of the same, carried to the books of the Quidnick Company corporation.

To the true and faithful performance of all the agreements above made, each party for himself or herself, in his or her several capacities, for his or her heirs, executors, and administrators, binds himself or herself to every other party, his or her executors or administrators, to faithfully do and perform all things by him or her to be done and performed as in this agreement specified.

In witness whereof all the parties above named have, in their respective capacities, hereunto set their hands and seals on the day and year first above written.

58 One date on each of the several pages, 1, 2, 3, and 4, and two dates on the 6th page being changed by interlineation before signing; also the words "prior to," on 2d page.

FANNY SPRAGUE.
FANNY SPRAGUE, *Adm'x.*

Signed, sealed, and delivered in presence of—
ALMYRA SPRAGUE,
As to Fanny Sprague.

MARY SPRAGUE.
MARY SPRAGUE,
Administratrix of Estate of Wm. Sprague.
MARY SPRAGUE,
Guardian of Heirs of Susan L. Hoyt.

Witness to signatures of Mary Sprague,
THEODORE REEVES.

WM. SPRAGUE.
KATE C. SPRAGUE.

S. V. MUNN,
As to W. and K. C. Sprague.

AMASA SPRAGUE.

GEO. M. DANIELS,
As to A. Sprague.

EDWIN HOYT.

As to Edwin Hoyt,
THEODORE REEVES.

BYRON SPRAGUE.
HARRIET SPRAGUE.

Witness to signatures of Byron and Harriet Sprague,
GEO. W. CORY.

THOS. A. WHITMAN.
THOS. A. WHITMAN,
Executor Estate of Emanuel Rice.
MARY AUGUSTA WHITMAN.

Witness to signatures of Thomas A. Whitman and Mary Augusta Whitman,
CHAS. MATTESON.

ALMIRA R. RICE.

Witness—
GEO. L. PUTNAM.

We hereby accept the within appointment.

JOHN A. GARDNER.
BENJ. F. THURSTON.

59 EXHIBIT D.

The undersigned referees, appointed under the agreement of the parties hereto annexed, to determine the several matters therein specified, in reference to such subjects as affect the interests of the parties concerned in the property held and managed by the firm of A. & W. Sprague, exclusive of the Quidnick Company property, respectfully report:

1st. That they find the cash value at the close of business on the 31st day of March, A. D. 1865, of the whole property, assets, rights and credits of every name and nature, exclusive of the Quidnick Company property, then held and managed by the firm of A. & W. Sprague, in which the representatives of the late Amasa and W. Sprague, deceased, who had not prior to said time disposed of their portions therein, then had an interest, was the sum of $6,732,906.69.

2d. That they find the value at said time of the respective interests of the respective parties therein, in their several and respective capacities, after deducting the amount of all the existing liabilities of the firm, which the property specified in the first subject of reference above should contribute to the payment of from the cash value of said property, assets, &c., ascertained as above to be as follows:

The liabilities for all causes amount to the sum of	$2,871,921 79
Leaving the net value of the said estate	3,860,984 90
Mary Sprague's individual interest therein is	624,984 69
Fanny Sprague's interest	625,511 69
William Sprague's do.	978,867 42
Amasa Sprague's do.	978,867 42
Mary Sprague, guardian of children of Susan Hoyt	652,753 68

60 3d. That they find the amount at said time due by the firm to each party in each and every capacity, and the amount due from each party in each and every capacity to the firm, and the amount due Mary Sprague in her capacity of administratrix from the firm, on account of dividend declared in the lifetime of her husband, to be as follows:

Due from the firm to Mary Sprague, individually	$13,082 44
Due on account of dividend to her as administratrix	164,250 26
Total due	$177,332 70
Due from William Sprague to the firm	$171,499 43
Due from the firm to him	40,447 05
Balance of indebtedness to firm	$131,052 38

Due from Amasa Sprague to the firm	$171,499 43
Due from the firm to him	81,851 84
Balance of indebtedness to firm	$89,647 59
Due from the firm to Fanny Sprague	$12,250 71
Due from Fanny Sprague to the firm	5,814 13
Balance due from firm	$6,436 58
Due to Mary Sprague, guardian of heirs of Susan Hoyt, from firm	188,333 33

4th. That they further find the market value per share, excluding interest thereon, at said time, of all the bank and insurance stocks, and the market value, excluding interest thereon, at said time, of
61 each H. P. & F. R. R. Co. bond held and managed by said firm, and included in the first subject of reference, to have been:

766	shares	Globe Bank	$50	per share
200	"	Arcade "	25	"
46	"	Mechanics' Bank	49½	"
91	"	High St. Bank	50	"
54	"	What Cheer "	50	"
323	"	Bank of Commerce	50	"
16	"	Bank of North America	50	"
1194	"	Second National	104	"
12	"	Liberty	48½	"
111	"	Continental, N. Y.	100	"
142	"	Manhattan	140	"
500	"	4th National	90	"
133	"	Merchants' Ins. Co.	60	"
148	"	American "	66½	"
82	"	Roger Williams Ins. Co	52	"
50	"	Equitable "	50	"
15	"	Commercial "	61	"
110	"	City "	49	"
200	"	Narragansett "	51	"
50	"	Atlantic "	51	"
569	bonds of $1,000,	H. P. & F. R. R. Co.	1,000	each.

And the pro rata number of said bonds and shares of stock required to make a total appraised value of such bonds and shares equal, as near as may be, to the sum of $75,000, for the purposes mentioned in said agreement, is as follows:

66	shares of	Globe Bank	at	$50	$3,300 00
17	"	Arcade "	"	25	425 00
4	"	Mechanics' Bank	"	49	197 00
9	"	High St. "	"	50	450 00
	6	shares of What Cheer Bank	"	50	300 00
62	28	" Bank of Commerce	"	50	1,400 00
	2	" Bank of North America	"	50	100 00
102	shares of	2d National	"	104	10,608 00
1	"	Liberty	"	48½	48 50

10	shares	Continental, N. Y.	at	100	1,000 00
12	"	Manhattan, "	"	140	1,680 00
42	"	4th National	"	90	3,780 00
11	"	Merchants' Ins. Co	"	60	660 00
13	"	American Ins. Co	"	66½	864 50
7	"	Roger Williams	"	52	364 00
5	"	Equitable	"	50	250 00
1	"	Commercial	"	61	61 00
9	"	City Ins. Co	"	49	441 00
17	"	Narragansett Ins. Co.	"	51	867 00
4	"	Atlantic Ins. Co.	"	51	204 00
48	bonds,	H. P. & F. R. R. Co	"	1,000	48,000 00
					$75,000 00

They further find that the estate of Emanuel Rice was indebted at said time to the firm of A. & W. Sprague in the sum of $61,116.13.

Respectfully submitted.

(Signed) BENJ. F. THURSTON,
" JOHN A. GARDNER,
Referees.

July 1st, 1865.

[Stamp.]

By agreement between parties in interest, through referees, the amount due Mary Sprague, administratrix, is to be added to the capital of the company, she to receive payment therefor in stock of company at appraised value.

Hence the following entry:

Mary Sprague, administratrix, to stock.

For balance of her account transferred to stock account as per above explanation $164,250 26

63 The amount as reported by referees to be due Mary Sprague in her individual capacity, viz, $13,082.44, has been settled by cash payments, as shown by books of A. & W. Sprague, thus:

August 10th, 1865	$500 00	
" 21st, "	12,582 44	
		$13,082 44

Statement as to division of the stock in the A. & W. Sprague Manufacturing Co.

Mary Sprague's portion, per report	$624,984 69
Fanny Sprague's " " "	625,511 69
Amasa Sprague's " " "	978,867 42
William Sprague's " " "	978,867 42
Mary Sprague, guardian	652,753 68
	$3,860,984 90
Add administratrix dividend to capital, as per entry on preceding page	164,250 26
Total net valuation	$4,025,235 16

10,000 shares of stock at above valuation are 402\frac{4335}{10000}$ each.
The respective parties' interests would be as follows:

Mary Sprague, $186\frac{3244}{10000}$ or $186\frac{3244}{10000}$ shares.....	$75,000 00
Mary Sprague, $1,366^{1375000}$ or $1,366^{3418}$ shares.....	549,984 69
	$624,984 69
Fanny Sprague, $1,553^{3908945}$ or $1,553^{9735}$ shares.....	625,511 69
Amasa Sprague, $2,431^{3927915}$ or $2,431^{9867}$ "	978,867 42
William Sprague, $2,431^{3927915}$ or $2,431^{9867}$ "	978,867 42
M. Sprague, g'rd'n, $1,621^{3930865}$ or $1,621^{6536}$ "	652,753 68
M. Sprague, adm'x, 408^{396720} or 408^{9513} "	164,250 26
10,000 shares.....	$4,025,235 16

64 By agreement, $75,000 of Mary Sprague's stock, equivalent to $186\frac{3244}{10000}$ shares, is purchased one-half each by Amasa and William Sprague—Mary Sprague to receive payment therefor in stocks and bonds to amount of $75,000, as shown in detail in referee's report—Amasa and William Sprague paying for said stocks and bonds by their demand notes with interest.

The stock interests thus stand:

Mary Sprague.....	1,366^{3418}.....	$549,984 69
Fanny Sprague.....	1,553^{9735}.....	625,511 69
Amasa Sprague	2,524^{9869}.....	1,016,367 42
William Sprague	2,524^{9869}.....	1,016,367 42
M. Sprague, guardian.....	1,621^{6536}.....	652,753 68
M. Sprague, administ'x	408^{9513}.....	164,250 26
	10,000 shares	$4,025,235 16

As per agreement, 48 bonds of the H. P. & F. R. R. Co., representing $48,000, and certificates of stock in various banks and insurance companies, representing $27,000, as detailed in report of referees, were made over to Mary Sprague on the 9th day of August, 1865, and receipted for by her attorney, Benj. F. Thurston, August 14th, 1865.

Of this amount the following parties are debited in account:

Amasa Sprague, with his half proportion	as cash	$37,500
William Sprague, " " "	Aug. 9, '65	37,500
		$75,000

And the following accounts credited thus:

Bond account, for value of bonds delivered.....	$48,000	
Share " " " shares "	27,000	
		$75,000

As per agreement, also, bonds and certificates of stock of like character and amount as above were made over to Byron Sprague on the 9th day of August, 1865, and receipted for by his attorney, Benj. F. Thurston, August 14th, 1865.

65 These bonds and stocks to be charged, one-half each, to Amasa and William Sprague, who are to receive payment therefor in Quidnick Company stock at appraised value, as above debit.

Amasa Sprague for his ½ proportion, cash, August 9th, 1865.. $37,500
William Sprague for his ½ proportion, cash, August 9th, 1865.. 37,500

$75,000

And credit:
Bond account for value of bonds delivered..... $48,000
Share " " " shares " 27,000
$75,000

At time of delivery of above specified one hundred and fifty thousand dollars ($150,000) in bonds and stocks, notes were received in payment for same as follows: One from Amasa Sprague, dated August 9th, 1865, payable to the order of the A. & W. Sprague Manufacturing Co., on demand, with interest, for. $75,000 and one from Wm. Sprague of same date, tenor, time and amount.

Hence the following entry:
Bills receivable to sundries.
To notes received from—
Amasa Sprague, as stated above..... $75,000
William Sprague, " " 75,000
$150,000

66 *Statement of division of fractional shares.*

By reference it will be seen that each party's fractional interest is as follows:

Mary Sprague.....	3418–10000	Equivalent to	$137 58
Fanny Sprague.....	9755–10000	"	392 66
Amasa Sprague.....	9889–10000	"	398 06
William Sprague.....	9889–10000	"	398 06
Mary Sprague, g'd'n.....	6536–10000	"	263 08
Mary Sprague, adm'x.....	0513–10000	"	20 65
	4 shares @ 402 5235		$1,610 09

By mutual agreement Amasa and William Sprague purchased the above fractional shares (taking two each), and the following parties are therefore credited with amounts affixed to their names; same being the value of their respective fractional interest—thus:

Mary Sprague..... $137 58
Fanny Sprague..... 392 66
M. Sprague, g'd'n..... 263 08
M. Sprague, adm'x..... 20 65
$813 97

And the following parties are debited thus:

Amasa Sprague for his half interest in above purchase..... $406 99
William Sprague " " 406 98

$813 97

Stock to capital stock.

For amount transferred from stock account to capital stock.

67 Account being for ten thousand (10,000) shares of stock at $100 per share, par value, representing capital stock of this com-

pany as authorized by charter, owned and held as per certificates given this date, as follows:

Thirteen hundred and sixty-six (1,366) shares, by Mary Sprague.
Fifteen hundred and fifty-three (1,553) shares, by Fanny Sprague.
Twenty-five hundred and twenty-six (2,526) shares, by Amasa Sprague.
Twenty-five hundred and twenty-six (2,526) shares, by William Sprague.
Sixteen hundred and twenty-one (1,621) shares, by Mary Sprague, Gdn.
Four hundred and eight (408) shares, by Mary Sprague, Admx.
Total, 10,000 shares @ $100..... $1,000,000.

Stock to Surplus Capital.

For amount transferred from stock account to surplus capital account, being balance of capital (net assets), as shown by these books, over and above amount of capital stock authorized by charter.... $3,025,235 16

The sum of $61,116.13 due from the estate of Emanuel Rice, is, by agreement, to be canceled by transfer of Quidnick Company stock, owned by the said estate, at appraised value of $155\frac{213}{1000}$. The transfer to be made to individual parties in interest in this company in proportion to such interest, and added to their previous interest in the Quidnick Company. The $61,116.13 is therefore debited proportionately to the individual accounts of stockholders in this company. Their value received for same being in Quidnick Company stock, as shown below, and on the Quidnick Company books.

At the appraised value of 155^{213} per share, $61,116.13 is
68 equivalent to 393^{76} shares, apportioned as per following entry (as cash, March 31st, 1865):

Sundries to Est. of Emanuel Rice.

For the following to balance account of est. of Emanuel Rice, as explained above, for proportion of this account chargeable:

Mary Sprague	representing	53^{38}	shares	Quidnick Co.	stock @ 155^{213}	$8,285 96
Fanny Sprague	"	61^{29}	"	"	"	9,513 00
Amasa Sprague	"	99^{41}	"	"	"	15,429 47
William Sprague	"	99^{41}	"	"	"	15,429 47
Mary Sprague, Gdn.	"	63^{52}	"	"	"	9,859 12
Mary Sprague, Admx.	"	16^{75}	"	"	"	2,599 81
Total.....		393^{76}		Cash, March 31st, 1865.....		$61,116 13

Quidnick Company to Expense Account.

For amount paid Byron Sprague, August 15th, 1865, in settlement of fractional shares in Quidnick Company, $10.86.

Papers relating to foregoing subjects are on file, in safe, in box marked "Papers relating to the organization of the A. & W. Sprague Manufacturing Company and Quidnick Company."

Sundries to Quidnick Company.

For amounts due Quidnick Company from following parties hereby transferred to their debit on these books:

Amasa Sprague.....	$38 81	
William Sprague.....	38 81	
		$77 62

Fanny Sprague, Cr., to Quidnick Co., Dr.

For amount due her from Quidnick & Co., hereby transferred to her credit on these books, $4.66.

69 EXHIBIT E.

The undersigned, referees appointed under the agreement of the parties hereto annexed to determine the several matters therein specified, in reference to such subjects as affect the interests of the parties concerned in the property of the Quidnick Company held and managed by the firm of A. & W. Sprague, respectfully report:

1st. That they find that the cash value at the close of business on the 31st of March, 1865, of the whole property, assets, rights, and credits of every name and nature of the Quidnick Company, then held and managed by the firm of A. & W. Sprague, was the sum of $776,065.

2d. They further find the value at said time of the respective interests of the respective parties then interested in said Quidnick Company property in their several and respective capacities, after deducting the amount of all existing liabilities of the company from the value of the said property, assets, &c., ascertained as above, to have been as follows:

Byron Sprague's interest	$144,856 07
Mary Sprague, guardian of heirs of Susan Hoyt interest	65,353 23
Mary Sprague in her individual right	83,948 80
Edwin Hoyt as tenant by the courtesy of 2-27, and by virtue of his marital rights in personalty	50,759 70
William Sprague	114,972 60
Amasa Sprague	114,972 60
Fanny Sprague	114,972 60
Estate of Emanuel Rice	86,229 45

70 3d. They further find that the Quidnick Company was not indebted to any of the parties, nor were any of the parties indebted to the company.

4th. They further find that the estate of Emanuel Rice was indebted at said time to the firm of A. & W. Sprague in the sum of $61,116.13.

Respectfully submitted.

(Signed) BENJ. F. THURSTON,
JOHN A. GARDNER,
Referees.

JULY 10th, 1865.

71 EXHIBIT F.

To the honorable the court of probate of the town of Warwick:

The petition of Mary Sprague, of Warwick, in the county of Kent, respectfully represents:

That she is, by the appointment of this honorable court, the guardian of the estate of Edwin Hoyt, jr., Susan S. Hoyt, Sarah Hoyt, and William S. Hoyt, minor children of Susan (Sprague) Hoyt, deceased.

That her said wards are largely interested in the manufacturing property belonging to the firm of A. & W. Sprague, and are also the owners of a large interest in the property of the Quidnick Company, a copartnership for manufacturing purposes, in which the firm of A. & W. Sprague are the principal owners, and are the managers.

And she further represents that, in view of the contemplated organization of two manufacturing corporations under the names of the A. & W. Sprague Manufacturing Company and the Quidnick Company, which were to hold respectively the manufacturing properties and effects which belonged to the firms above mentioned, she applied to the

general assembly for leave, as the guardian of said minor children, to make, execute, and deliver to such corporations, when organized, full conveyances of the right, title, and interest of her said wards in and to the properties to be transferred to such corporations, and the general assembly did, at its January session, A. D. 1863, grant her said petition, and did authorize and empower her, in her said capacity, to make, execute, and deliver to such corporations, when organized, full conveyances of all the right, title, and interest of her said wards in and to the properties to be transferred to such corporations; and the said general assembly did declare that such conveyances should be deemed and held as valid and effectual in law and in equity to vest the title of said
72 minors in any such corporation or corporations as though the same had been executed by said minors after attaining to their majority.

But the general assembly imposed the condition that, before the delivery of any such conveyance, the said Mary Sprague should execute and deliver to the court of probate of Warwick such bond or bonds, with herself and Edwin Hoyt as principal, and with such other sureties and in such penal sum as the said court should require, with condition to invest the full amount of the interest of such minors in the proportion to be conveyed to such corporations in the name and for the use and benefit of said minors.

And your petitioner represents, that the corporation of the A. & W. Sprague Manufacturing Company and the corporation of the Quidnick Company are now duly organized, and it becomes necessary to make conveyance of the interests of her said wards in and to the firms of A. & W. Sprague and the Quidnick Company to said corporations, and she therefore prays your honorable body to approve of the bond herewith tendered, in compliance with the resolution of the general assembly, or to make such order or direction in reference thereto as shall seem to be proper to your honors.

And whereas, also, the said Mary Sprague is advised that your honorable body have full jurisdiction over applications of guardians for leave to sell the property of their wards for the purpose of making for them a more advantageous investment;

And whereas your petitioner has also been advised that it is desirable to have in a matter of so great consequence to her wards the authority and approval of your honorable body for any sale or change of condition of their property, in addition to the authority conferred upon her by the resolution of the general assembly before referred to;

And whereas it will be greatly for the benefit of her said wards that the interest which they have in the properties belonging to the
73 firm of A. & W. Sprague and to the Quidnick Company should be exchanged for their value in a definite number of shares of the capital stock of corporations owning the same properties which the said firm held and managed, and thereby enable the other estate of her said wards to be unaffected by any chances which may befall the business of manufacturing goods in which this portion of their estate is invested;

And whereas all parties interested in the property of the Quidnick Company and in the property of the firm of A. & W. Sprague have heretofore agreed in writing that the value of the interest of each in the properties of said firm, respectively, should be determined by Benjamin F. Thurston and John A. Gardner, esquires, referees chosen by the parties, and said referees have fulfilled their appointment and made their report to the parties, defining the value of the interest of each in the properties of said firm respectively;

And whereas it appears from the report of said referees that the interest of your petitioner's wards in and to the property of the firm of A. & W. Sprague amounted, on the 31st day of March, 1865, to the sum of $652,753.68, and that their interest in and to the property of the firm of the Quidnick Company amounted on the same day to the further sum of $65,353.23;

And whereas corporations under the names of the A. & W. Sprague Manufacturing Company and the Quidnick Manufacturing Company have been organized pursuant to the authority contained in charters heretofore granted by the general assembly, which corporations, it is intended, shall hold respectively the same properties, assets, and effects which have heretofore been held by the partnerships under the name of A. & W. Sprague and the Quidnick Company, and each of the parties interested in said copartnership have agreed to transfer all their right, title, and interest in the properties of such copartnerships
74 to said corporations respectively, and to receive therefor the equivalent value of their interest in the stock of such corporations:

Now, therefore, in view of the premises, and of the greater convenience and safety with which such profits can be managed when in the form of stock in a corporate company, and of the benefit and advantage which will otherwise accrue to her said wards' estate—

Your petitioner prays that she may be authorized and fully empowered by this honorable court to make sale of all the right, title, interest, and property of her said wards, the said Edwin Hoyt, jr., Susan S. Hoyt, Sarah Hoyt and William S. Hoyt, minor children of Susan (Sprague) Hoyt, deceased, in and to the property, right, credits, and effects of the firm of A. & W. Sprague, as the same was at the close of business upon the 31st day of March, A. D. 1865, with all additions thereto and increase thereof to the date of conveyance to the A. &. W. Sprague Manufacturing Company, a corporation created by the general assembly of the State of Rhode Island, upon receiving from such corporation, in full satisfaction for such conveyance, the sum of $652,753.68 in the capital stock of said corporation, so that the interest of said minors in the capital stock of said corporation shall bear the same proportions to the whole capital stock of the company as their interest in the property of the firm of A. & W. Sprague as ascertained to have been on the 31st day of March, 1865, bore to the whole property of said firm upon said day.

And that she may, in like manner, be authorized and empowered to make sale of all the right, title, interest, and property of the said wards, in and to the property, rights, credits, and effects of the firm of the Quidnick Company, as the same was at the close of business on the 31st day of March, A. D. 1865, with all the additions thereto and increase thereof to the date of conveyance to the corporation heretofore created by the general assembly, with the name of the Quidnick Com-
75 pany, upon receiving from such corporation, in full satisfaction for such conveyance, the sum of $65,353.23 in the capital stock of said corporation, so that the interest of said minors in the capital stock of said corporation shall bear the same proportion to the whole capital stock of the company as their interest in the property of the firm of the Quidnick Company as ascertained to have been on the 31st of March, 1865, bore to the whole property of said firm.

And will ever pray,

MARY SPRAGUE,
Guardian.

76 EXHIBIT G.

At a special court of probate, holden in and for the town of Warwick, August 5th, A. D. 1865.

The petition of Mary Sprague, guardian of the estate of Edwin Hoyt, jr., Susan S. Hoyt, Sarah Hoyt, and William S. Hoyt, minor children of Susan Sprague Hoyt, deceased, in writing, praying that she may be by this court authorized, in her capacity as guardian of said minors, to exchange the interest which said minors have in the property, assets, and effects of the firm of A. & W. Sprague, and of the firm of the Quidnick Company, for its equivalent value in the capital stock of the corporated companies of the A. & W. Sprague Manufacturing Company and the Quidnick Company is presented to this court, and it appearing that said petition was filed in the office of the clerk of this court on the 18th day of July last, and that the clerk, on the application of said Mary Sprague, has given notice to all persons interested, by advertisement of such notice in the Manufacturers' and Farmers' Journal, for fourteen days, once a week, and such mode of notice on said petition being satisfactory, said petition is read, and no person appearing to object, upon consideration thereof, it is ordered, adjudged, and decreed that the prayer of said petition be granted, and that said Mary Sprague, as such guardian, is adjudged to have complied in all respects with the condition imposed by the general*ble* assembly, by its resolution upon her petition to make conveyance of the interest of such minors, passed at the January session, A. D. 1863.

And it is furthermore ordered, adjudged, and decreed upon the petition of the said Mary Sprague, as guardian aforesaid in their behalf, that she be, and she is hereby, authorized and fully empowered to make conveyance of all the estate, right, title, interest, and property which Edwin Hoyt, jr., Susan S. Hoyt, Sarah Hoyt, and William S. Hoyt, minor children of Susan (Sprague) Hoyt, deceased, have in and
77 to the property, assets, rights, credits, and effects of the firm known as the Quidnick Company, to the Quidnick Company, incorporated by the general assembly, for the sum of sixty-five thousand three hundred and fifty three $\frac{83}{100}$ dollars in the capital stock of the said incorporated Quidnick Company, and invest the same in such numbers of shares thereof as shall make the interest of said minors to the whole capital stock of the company in the same proportion as their interest before such transfer and conveyance bore to the whole property of the firm of the Quidnick Company; and it is further ordered, adjudged and decreed that the said Mary Sprague, guardian as aforesaid of said minors, be, and she is hereby, authorized and fully empowered to make conveyance of all the estate, right, title, interest and property which, Edwin Hoyt, jr., Susan S. Hoyt, Sarah Hoyt and William S. Hoyt, minor children of Susan (Sprague) Hoyt, deceased, have in and to the property, assets, rights, credits and effects of the firm of A. & W. Sprague, to the A. & W. Sprague Manufacturing Company, incorporated by the general assembly, for the sum of six hundred and fifty-two thousand seven hundred and fifty-three $\frac{83}{100}$ dollars in the capital stock of the said incorporated company, and to invest the same in such number of shares thereof as shall make the interest of said minors to the whole capital stock of the company in the same proportion as their interest before their transfer and conveyance bore to the whole property of the firm of A. & W. Sprague. That said Mary Sprague give bond and Edwin Hoyt, as principals, with Byron Sprague and William

Sprague, as sureties, in the penal sum of ten thousand dollars, with condition that the said Mary, as guardian of the said Edwin Hoyt, jr., Susan Hoyt, Sarah Hoyt and William S. Hoyt, will invest the full amount of the full value of the interest of said minors in the firm proportion of the Quidnick Company and of A. & W. Sprague Manufacturing Company in the capital stock of the corporation chartered under these names, respectively.

78 EXHIBIT H.

(From Manufacturers' and Farmers' Journal, July 20th, July 27th, and August 3d 1865.)

CLERK'S OFFICE OF THE COURT OF PROBATE,
WARWICK, *July 19th*, 1865.

Estate of Edwin, Susan S., Sarah, and William S. Hoyt (minors).

Mary Sprague, guardian of the estates of Edwin Hoyt, Susan S. Hoyt, Sarah Hoyt and William S. Hoyt, minors, hath this day filed her petition in writing, in this office, to said court, to be holden on the 5th day of August next, at 2 o'clock p. m., at the council room, in said Warwick, representing that said minors are seized and possessed of a certain interest in the manufacturing property belonging to the firm of A. & W. Sprague, situate in the towns of Coventry, Warwick and Cranston; also in the property of the Quidnick Company, a copartnership for manufacturing purposes, situate in said towns of Coventry and Warwick, or wherever said property may be situate or lying, and praying that she may be authorized and empowered in her said capacity to sell, at private or public sale, all the interest which the said minors have in said property and estate, for the purpose of making a more advantageous investment of the proceeds of such sale, for the benefit of said minors, according to law, and hath applied to me to give notice thereof. Notice is hereby given to all persons interested in said petition, then and there to appear, if they see fit to be heard in relation to the same.

C. R. HILL, *P. Clerk.*

79 EXHIBIT I.

Know all men by these presents that we, Mary Sprague, of Warwick, in the county of Kent, and Edwin Hoyt, of the city, county, and State of New York, as principals, and Byron Sprague, of the town of Warwick and county of Kent, in the State of Rhode Island, and William Sprague, of South Kingstown, in said State, as sureties, are holden and firmly bound unto the court of probate of Warwick in the penal sum of ten thousand dollars, to the payment of which we bind ourselves, our several and respective heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this fifth day of August, A. D. eighteen hundred and sixty-five.

The conditions of the foregoing obligation is such that whereas the said Mary Sprague is guardian of the estate of Edwin Hoyt, jr., Susan S. Hoyt, Sarah Hoyt, and William S. Hoyt, minor children of Susan (Sprague) Hoyt, deceased, and has applied for and obtained authority from the general assembly and from the court of probate of Warwick to make sale and conveyance of all the estate, right, title, and interest of said minors in and to the properties of the firm of the Quidnick

Company and of the firm of A. & W. Sprague to the corporations of the Quidnick Company and the A. & W. Sprague Manufacturing Company respectively:

Now, if said Mary Sprague shall invest the amount of the full value of the interest of such minors in such firm properties in the capital stock of said incorporated companies respectively, so that the interest of such minors shall bear the same proportion to the whole capital stock of such companies respectively as their interests before such sale
80 and conveyance bore to the whole properties of such firms, respectively, then this obligation shall be void; otherwise of full force and virtue.

MARY SPRAGUE. [SEAL.]
EDWIN HOYT. [SEAL.]
BYRON SPRAGUE. [SEAL.]
WM. SPRAGUE. [SEAL.]

In presence of—
NEHEMIAH KNIGHT.
J. B. NONES.

GEO. W. CORY, to signature of Byron Sprague.

[Stamp canceled. W. Sprague, Aug. 5, 1865.]

Words "as the same was on the 31st day of March, A. D. 1865," on the first page, erased before execution; also the name of William Sprague inserted as surety, and the date changed from July 17th to August 5th before signing.

NEHEMIAH KNIGHT,
J. B. NONES,
As to Edwin Hoyt.

BENJ. F. THURSTON,
JOHN A. GARDNER,
As to Mary Sprague, as to signature of Wm. Sprague.

81 EXHIBIT K.

[U. S. revenue $1,000 stamp.]

Know all men by these presents, that we, Fanny Sprague, of Cranston, in the county of Providence and State of Rhode Island, in her individual capacity and in her capacity of administratrix upon the estate of the late Amasa Sprague, deceased; Mary Sprague, of Warwick, in the county of Kent, in said State, in her individual capacity and in her capacity of administratrix upon the estate of the late William Sprague, deceased, and also in her capacity of guardian of the estates of Edwin Hoyt, jr., Susan S. Hoyt, Sarah Hoyt, and William S. Hoyt, minor children of Susan Hoyt, deceased (in her said capacity as guardian, pursuant to authority of a resolution of the general assembly of said State, passed at the January session, A. D. 1863, and the decree of the probate court of said town of Warwick, of record in the town clerk's office of said town, entered August 5, 1865); William Sprague, of South Kingstown, in the county of Washington, in said State, and Amasa Sprague, of said Cranston, for and in consideration of the covenants and agreements mutually made and entered into by and between the grantors and others, recited in a certain agreement of reference made and entered into on the first day of April, A. D. 1865, for the purpose,

among other things, of vesting all the right, title, and interest of the parties interested in a certain property held and managed by the firm of A. & W. Sprague, exclusive of the Quidnick Company property, in the A. & W. Sprague Manufacturing Company, and the further consideration of one dollar to each of us in our respective capacities paid by the A. & W. Sprague Manufacturing Company, a corporation duly created by the general assembly of said State, located and doing business in Providence, the receipt whereof we do hereby acknowledge, have remised, released, and forever quitclaimed, and by these presents do remise, release, and forever quitclaim, unto them the said A. & W. Sprague Manufacturing Company, their successors and assigns forever.

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All of each of said minors' and all our and each of our right, title, interest, property, claim, and demand in our several and respective capacities of every nature, whether derived as heirs at law or personal representatives of the late Amasa Sprague, deceased, and William Sprague, deceased, or of either of them, or however derived or derivable in possession or action, reversion or remainder, which we and said minors severally and collectively, in our several and respective capacities have or ought to have or claim in law or in equity, in and to all the property, estate, assets, rights, and credits, real, personal, and mixed, choses in action, easements, franchises, land covered with water, water rights, rights of flowage, poundage and drainage, bills receivable, notes, bonds, stocks, mortgages, collateral, and other securities, patent rights, accounts, claims, books of account, evidences, and muniments of title relating to the same or any portion thereof, thereunto or to any part or parcel thereof appertaining of every description wherever situate and in whatsoever name or names, any record titles thereof or of portions thereof may stand (the record titles generally standing either in the name or names of the late Amasa Sprague, deceased, William Sprague, deceased, or some one or more of their heirs or representatives or the heirs or representatives of one or both of them, or in the name of the firm of A. & W. Sprague) in the possession of and held, managed, and controlled by the firm of A. & W. Sprague, of Providence, its lessees, agents and attorneys, and in and to all such property, estate, demands and rights of every description wherever situate, in and to which said firm has any legal or equitable claims not fully determined, established, and reduced to possession, saving and excepting in and to the Quidnick Company, consisting of Quidnick Mills, Nos. one and two, and appurtenances, in the town of Coventry, in said State, and the Arctic Mill estate in said Warwick, with the other property belonging exclusively to said Quidnick Company, and the stocks and bonds designated in the referee's report, made in pursuance of the aforesaid agreement of reference, to be transferred and delivered in accordance with the provisions of said agreement of reference to Mary Sprague and Byron Sprague by said firm of A. & W. Sprague before the delivery of this conveyance; and also excepting all the property, rights, credits, and assets at anytime heretofore held and managed by the firm of A. & W. Sprague, which had been charged to the grantors, said Amasa and William, either jointly or severally, on the books of said firm, prior to the close of business on the first day of July, 1865, which property so charged is understood and agreed by all parties hereto in their several and respective capacities to belong exclusively to them, the said Amasa & William, and each of them as charged.

83

It being expressly understood that this conveyance is made upon condition that the grantees are to assume the liabilities of said firm of A.

& W. Sprague, in accordance with said agreement of reference hereinbefore referred to.

To have and to hold the same, with all the rights, privileges, and appurtenances thereof or thereunto appertaining, to them, the said A. & W. Sprague Manufacturing Company, their successors and assigns, forever.

And we, the aforenamed grantees, in our several and respective capacities, for ourselves and our respective heirs, executors, and administrators, do covenant with the said A. & W. Sprague Manufacturing Company, their successors and assigns, that we will warrant and defend all the premises, property, and rights herein described and conveyed to them, the said A. & W. Sprague Manufacturing Company, their successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through, or under us, or either of us, in any capacity.

84 And the said Mary Sprague, for herself, her heirs, executors, and administrators, covenants with said company, their successors and assigns, that she will warrant and defend all the same to said company, their successors and assigns, forever, against the lawful claims and demands of the said minors and their heirs, executors, and administrators, and all persons claiming the same or any part thereof, by, from, or under them, or either of them.

And we, the aforenamed grantors, in our several and respective capacities, for ourselves and our respective heirs, executors, and administrators (the said Mary, for herself, her heirs, executors and administrators, in her capacity as guardian, also for said minors and their respective heirs, executors, and administrators), do hereby further covenant with the said A. W. Sprague Manufacturing Company, their successors and assigns, that the grantors, in their several and respective capacities, their respective heirs, executors, and administrators, said minors respectively and their respective heirs, executors, and administrators, at the request and at the charges of the said A. & W. Sprague Manufacturing Company, their successors and assigns, shall and will, from time to time, and at all times hereafter, execute, stamp, acknowledge, and deliver, or cause to be executed, stamped, acknowledged, and delivered, all and every such further and other acts, conveyances, and assurances in the law for the better assuring to the said company, their successors and assigns, of the premises, property, and rights herein conveyed in manner as above conveyed or mentioned and intended to be conveyed, as by the said company, their successors and assigns, or the counsel of either learned in the law, shall be reasonably advised or required.

And I, Kate C. Sprague, wife of the said William Sprague, for and in consideration of the aforesaid consideration paid to and acknowl-

85 edged by my said husband, do hereby remise, release, and forever quitclaim all my right of dower in and to the aforegoing described and conveyed property and rights unto said A. & W. Sprague Manufacturing Company, their successors and assigns, forever.

In testimony whereof, we have individually, and in our several and

respective capacities aforesaid, hereunto set our hand and seals this ninth day of August, A. D. one thousand eight hundred and sixty-five.

FANNY SPRAGUE. [L. S.]
FANNY SPRAGUE, [L. S.]
Administratrix.
MARY SPRAGUE. [L. S.]
MARY SPRAGUE, [L. S.]
Adm.
MARY SPRAGUE, [L. S.]
Guardian.
WM. SPRAGUE. [L. S.]
AMASA SPRAGUE. [L. S.]
KATE C. SPRAGUE. [L. S.]

Signed, sealed, and delivered in presence of—

ALMIRA SPRAGUE and JOHN A. GARDNER, witnesses to the signature of Fanny Sprague and Fanny Sprague, administratrix.

JOHN A. GARDNER and L. B. FREEZE, witnesses to signatures of Wm. Sprague and Amasa Sprague.

B. F. THURSTON, JOHN A. GARDNER, witnesses to signature of Mary Sprague in her several capacities.

Witnesses to signatures of Kate C. Sprague, HETTIE R. CHASE, ALICE UNA SKINNER.

[Stamp-duty paid. L. B. Friese, collector of internal revenue.]

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS,
Providence, ss:

In the city of Providence, on the 9th day of August, 1865, then personally came Fanny Sprague, and in her individual capacity, and in her capacity of administratrix upon the estate of Amasa Sprague, deceased, acknowledged the foregoing instrument, by her in her said capacities signed, to be her free and voluntary act and deed.

86 And on the same day personally came William Sprague and Amasa Sprague, and severally acknowledge the same by them respectively executed to be their free and voluntary act and deed; and on the 10th day of August, 1865, personally came Mary Sprague, and in her individual capacity, in her capacity of administratrix upon the estate of William Sprague, deceased, and in her capacity of guardian of the estates of Edwin Hoyt, jr., Susan S. Hoyt, Sarah Hoyt, and Wm. S. Hoyt, minor children of Susan Hoyt, deceased, acknowledged the aforegoing instrument by her in her said capacities signed to be her free and voluntary act and deed and the free and voluntary act and deed of each and all of said minors.

Before me, at Providence.

[L. S.] JOHN A. GARDNER,
Public Notary.

Recorded August 15, 1865, at 12.20 p. m.
Witness:
SAMUEL W. BROWN,
City Clerk.

87 EXHIBIT L.

Guardian's appraiser warrant.

THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATION,
Kent, sc:

By the court of probate of the town of Warwick, in the county of Kent, and State aforesaid.

To John A. Gardner, Benjamin F. Thurston, and George T. Corey, all of the city and county of Providence, in said State greeting:

You are hereby appointed and empowered as three suitable persons to take an inventory of all the real and personal estate of Sarah Hoyt, Susan S. Hoyt, Edwin Hoyt, jr., and Wm. S. Hoyt, minors, and according to your best skill and judgment truly and justly to appraise the same as soon as may be, in dollars and cents, and according to the present value thereof, being first sworn or affirmed to the faithful discharge of that trust, and when you shall have completed said inventory as aforesaid, you are to return the same, together with this warrant, with your doings thereon, to the office of the clerk of said court, or to seal up and deliver the same to Mary Sprague, who has been appointed by said court guardian of the estate of Susan S., Sarah, Edwin S., and William S. Hoyt, minors, who is hereby accordingly directed so to return and exhibit the same on oath to said court of probate within three months from the time of taking upon herself that trust. In testimony whereof we have caused the seal of said court to be hereunto affixed this eighteenth day of June, A. D. eighteen hundred and sixty-six.

[SEAL.]

C. R. HILL,
Dep. Probate Clerk.

PROVIDENCE, *sc:*

JUNE 25TH, A. D. 1866.

88 Then the above-named John A. Gardner, Benjamin F. Thurston, and George W. Cory personally appeared and made oath that they would faithfully and impartially discharge the trust reposed in them by the foregoing warrant.

Before me.

WALTER B. VINCENT,
Justice of the Peace.

(Endorsed:) Estate of Sarah and Susan S. Hoyt, &c. Appraisers' warrant. June 25th, 1866.

89 EXHIBIT M.

The undersigned, appointed by the honorable the court of probate of the town of Warwick to take an inventory of the personal estate of Sarah Hoyt, Susan S. Hoyt, Edwin Hoyt, jr., and William S. Hoyt, by virtue of the annexed warrant, respectfully report—

That they were duly engaged upon the annexed warrant, and having made careful examination, present the following as the inventory of all the personal estate of William S. Hoyt, within this State, which has come to their knowledge:

122 shares Nat. B'k of Commerce	$6,222 00
1 U. S. 6 per cent. bond	108 50
2 N. Y., Prov. & Boston R. R. bond, $950	1,900 00
439 shares A. & W. Sprague Mf' Co., 402, 5,225	176,707 82
123 shares Quidnick Co. stock, 155, 213	19,091 20
Cash	334 23
	$204,363 75
Dividend due from A. & W. Sprague as cash, March 31, 1865, with interest from that date	47,833 33
	251,447 08

BENJ. F. THURSTON.
JOHN A. GARDNER.
GEO. W. CORY.

PROVIDENCE, *sc:*

In the city of Providence, on the eleventh day of August, A. D. 1866, then personally appeared Mary Sprague, guardian of the estate of William S. Hoyt, and made oath that the inventory hereto annexed is a just, true, and perfect inventory of all the goods, chattels, rights, and credits of the said William S. Hoyt which have come to her hands, possession or knowledge.

Before me.

BENJ. F. THURSTON,
Notary Public.

90 At a court of probate holden in and for the town of Warwick, on Monday, the 13th day of August, A. D. 1866.

Upon presentation of the inventory of the goods and chattels, rights and credits of William S. Hoyt, minor ward of Mary Sprague, which said inventory amounts to two hundred and fifty-one thousand four hundred and forty-seven dollars and eight cents; it appearing that said gaurdian has made oath to the truth thereof, and no person appearing to object, the court decreed that said inventory be received and recorded.

Attest:

SAMUEL CLARK,
Probate Clerk.

Recorded on page 282, book 14, of Record of Wills, &c.

91 EXHIBIT N.

Estate of William S. Hoyt in acct. with Mary Sprague, guardian.

1866.			
June 25. To my services as guardian in managing the estate of the said William S. Hoyt, including all my individual expenses and disbursements incurred on account of the same, from February 9, 1857, to date	$500 00	By ½ of stock account	$204,384 52
Balance	203,884 52		
	$204,384 52		$204,384 52
E. & E. Providence, June 25, 1866. MARY SPRAGUE *Guardian.*		By balance	$203,884 52
		By ½ of $188,333.33 dividend, due from A. & W. Sprague, March 31, 1865, as per report of B. F. Thurston and J. A. Gardiner, referees.	

At a court of probate, holden in and for the

EXHIBIT N—Continued.

town of Warwick, on Monday, the 13th day of August, A. D. 1866:

Upon consideration of the account of Mary Sprague, guardian of the estate of William S. Hoyt, a minor, which was presented to this court for allowance on Monday, the 9th day of July, A. D. 1866, then received and referred to this time for consideration, with an order of notice thereon, it appearing that notice has been given according to law, as ordered by the court, and that said guardian had made oath to the truth thereof; and the court having examined the same, and no person objecting, the court decreed that said account be received, allowed and recorded.

Attest:

SAM. W. CLARKE.
Probate Clerk.

PROVIDENCE, ss:

In the city of Providence, on the eleventh day of August, A. D. 1866, then personally appeared Mary Sprague, guardian, and made oath that the aforegoing account by her rendered is true and just.

Before me.

BENJ. F. THURSTON,
Notary Public.

[U. S. R. S. for 5c.]

Recorded Aug. 20, 1866.

PROBATE CLERK'S OFFICE,
Warwick, R. I., M'ch 17, 1875.

A full and true copy, as will fully appear on referring to pages 288 and 289 of Book 14, of record of "Wills, &c.," in this office.

Attest:

SAM. W. CLARKE,
Probate Clerk.

Fees: 4 F. at 15c., 60; cert., 50—$1.10.

92 *Answer of Amasa Sprague.—Filed May* 15, 1876.

U. S. circuit court, November term, A. D. 1875, Rhode Island district.
In equity.

WILLIAM S. HOYT
vs.
AMASA SPRAGUE AND OTHERS.

The answer of Amasa Sprague to the above entitled bill of complaint.

This defendant, saving and reserving unto himself all benefit and advantage of exception to the many errors, inconsistencies, and insufficiencies in said bill of complaint contained, for answer thereunto, or to so much or such part thereof as he is advised is material and necessary for him to make answer unto, answering, says:

This defendant admits all the matters and things set forth from the first to the fifteenth folio of the bill of complaint to be substantially correct, but where matters stated are matters of record, he craves leave, for greater certainty, to refer to the record thereof when produced.

93 And this defendant denies that after the death of William Sprague, the elder, as charged in said bill, he had the purpose of managing the business which was under the control of A. & W. Sprague for his own illegal gain and profit, or that he agreed and combined with his partners to keep all the property and assets under the control of the firm; nor did he seek to prevent any accounting or liquidation in respect to the interests of the deceased Amasa and William.

He denies that he induced or persuaded Fanny Sprague, the administratrix of Amasa Sprague, to remain wholly passive, or that he induced and persuaded Mary Sprague, the administratrix of William Sprague, to continue entirely passive as to any right or interest which she had in any representative capacity.

This defendant admits that the general assembly of the State of Rhode Island, in May, 1862, granted charters for the A. & W. Sprague Manufacturing Company and for the Quidnick Company, respectively, and that said companies were organized under said charters in the year 1865.

As to the matter set forth from folio 22 to 25, this defendant admits that he, in connection with William Sprague, purchased the interest of Almira Sprague, stor the property held by A. & W. Sprague, and also, afterwards, in the year 1862, purchased the interest of Byron Sprague in said firm pro. Co. s but he denies that the same was purchased with copartnership property, or paid for out of the property held by the surviving partners of William Sprague.

This defendant admits in reference to the matter stated from folios 25 to 30, that from the time of the death of William Sprague, the elder, in 1856, to the time when Byron Sprague's interest was purchased in 1862, the business of the firm was carried on under the firm name of A. & W. Sprague, for the common benefit and advantage of all parties having any interest in said properties, or in the estate whose
94 properties were in the hands of said firm, and the property of said partnership under said management was greatly increased, and it was never denied that the complainant and his brother and sisters, children of Susan Hoyt, deceased, were interested to the extent of one-sixth part thereof. Neither the said Fanny Sprague, as administratrix of Amasa Sprague, nor the said Mary Sprague, as administratrix of William Sprague, sought to withdraw the interest which the said Amasa and William had respectively in said firm properties at the time of their decease respectively, for the reason, as this defendant is informed and believes, that the said Fanny and Mary believed that the interest which they represented would be greatly increased if permitted to remain under the management of the survivors of the firm.

And this defendant denies that in pursuance of any scheme to prevent the withdrawal of any of the property from their possession, or to prevent any liability to account, as required by law, to the legal representatives of Amasa or William, a petition was made to the general assembly, as set forth at folios 31 to 35 of the bill of complaint. Such a petition was prepared and presented to the general assembly as in said bill is stated, under the following circumstances: All the estate of Amasa Sprague, deceased, and all the estate of William Sprague, deceased, was invested in the manufacturing properties, under the management and control of A. & W. Sprague. The said Mary Sprague, as guardian of the children of Susan Hoyt, deceased, desired to ascertain the value and extent of the property to which, as such guardian, she was entitled, and was also desirous of ascertaining the value and extent of her own individual interest in said property. To accomplish this, and incidentally ascertain what was the value and extent of the interest of every party in said property, it was amicably agreed that the whole of the property under the control and management of the firm
95 should be appraised by referees, and that an organization should be had under the charter granted by the general assembly before mentioned, and that each party in interest should have and receive such proportion of the capital stock of said companies as their respective interest bore to the whole property. Accordingly the said Mary Sprague, with the concurrence and advice of Edwin Hoyt, the father of the complainant, petitioned the general assembly, as set forth in the complainant's Exhibit A. This defendant had nothing to do with pursuading Mary Sprague to this step, and had personally nothing to do with the business; neither did this defendant cause the petition to be presented to the general assembly, nor did he have anything to do with procuring the prayer of the petition to be granted in any improper sense as is insinuated by said bill of complaint.

The general assembly did pass the resolution set forth in Exhibit B. This defendant denies that in violation of any duty which he was under as trustee to the representatives of William Sprague, deceased, he abused this trust, or that he appropriated large, or any, sums of money to his own use belonging to said business, or that he and his copartner, William, made speculative and illegal investments with the firm moneys, or bought with said moneys, in their own names, cotton and other merchandise, or traded in the same for their own use, or that they paid out to parties large sums of money nominally for commissions, which were afterwards returned in pursuance of a secret agreement to return them, or that they charged any other commissions for their services in carrying on the business than they were lawfully entitled to charge, or that this defendant did any of the unlawful acts which are charged against him from folios 42 to 46.

And this defendant admits the agreement marked C, annexed to the complainant's bill, was duly executed; the same was not caused to be prepared by this defendant, but it was made at the instance
96 mainly of the said Mary Sprague, her son Byron (who had then retired from the firm), and the father of the complainant. It was a part of the arrangement before mentioned, which had been amicably arrived at by all parties having any interest in the property, and was deemed, on the whole, to be for the best interest of all concerned, as a means of avoiding controversy, dispute, and litigation, and to enable each party interested in the estate of Amasa and William Sprague, deceased, to have their interest ascertained, and the extent of it defined.

This defendant is informed that the said Mary Sprague executed the agreement of her own free will, and that she was perfectly aware of the contents and purpose of the same and approved it. And this defendant denies that said agreement was contrived and matured for the purpose and with the intent of carrying out any scheme to keep possession and control of all the property and assets in the hands of this defendant and his brother, or of preventing any legal accounting to the representatives of Amasa and William, or with any fraudulent design and purpose whatsoever. The only male representative of Amasa and William Sprague, deceased, who could take charge of the property was the defendant and his brother William. The said Byron had voluntarily sold his interest in the property and estate of his father to this defendant and William Sprague. The said Mary and Fanny Sprague were advanced in years, and the children of Susan Hoyt, deceased, were all minors and under guardianship.

This defendant denies that he resorted to any plan or scheme of the character stated, or for the purpose charged, or that he did any of the things set forth and alleged against him from folios 50 to 53 of said bill.

And this defendant denies that, upon a true and just accounting, he and the said William would have been required to account for
97 more than $2,000,000, or any other amount of property and assets which were not brought into the division in said agreement.

He denies that any sum of money or any property or assets properly divisible were withheld from the division, or that he had used and misapplied vast sums or any sums or sum of money divided from the said property and assets or business carried on by means thereof for his own personal and private expenses and operations, or that any money was paid to Fanny and Mary Sprague, or used by the said Amasa and William Sprague for their personal living and expenses, which was not

charged on the books of the firm, or that to avoid and get rid of any legal or proper accounting therefor they resorted to the plan and scheme of having an accounting among themselves, or that the property and assets of the firm were depleted or diminished in value or amount by any such use or misapplication of the moneys or profits thereof, as charged in said bill.

This defendant also denies that both of said referees were in confidential relations with him and were nominated in his interest. On the contrary, the said Thurston was the recognized counsel of Byron Sprague and Mary Sprague, and in his professional capacity had always represented interests adversary to him, and held no professional relation to this defendant whatever.

And this defendant denies that he fraudulently gave or withheld any information, or caused to be given fraudulently or withheld any information to the referees named in said agreement C. Every facility was given to the said referees to make personal investigation of all the books, affairs, and property of every kind belonging to said firm. They were not interfered with in the slightest degree in the discharge of their duties. And he denies that any false or fraudulent entries were made, or caused to be made, in the books of the firm in anticipation of said agreement and appraisal, or for any other purpose.

98 And this defendant denies all and every part of the allegations as the same are set forth and contained in the charges marked first, second, third, fourth, and fifth, embraced in folios 58 to 65 of said bill, except as this denial is modified by the answers given by this defendant to the several interrogatories propounded to him.

And this defendant admits that the said referees did make the report which is set forth in Exhibit D, attached to the bill; but whether said report is erroneous or not in the particulars marked first, second, third, fourth, fifth, and sixth, as alleged in the bill, from folios 67 to 71, this defendant has no personal knowledge beyond what is stated in the report itself, except that the value of the property and assets, exclusive of the Quidnick Company property, at the close of business, on the 31st of March, 1865, did not, in fact, exceed $6,732,906.69, and that the liabilities were, in fact, $2,871,921.79, and that, in fact, a dividend was declared in the lifetime of William Sprague, the elder, on account of which there was due Mary Sprague, as the administratrix of his estate, the sum of $164,250.29; but he believed said report to be accurate at the time in every respect, and acted upon it as such, has had no reason to doubt its correctness at any time since, and, to the best of his information and belief, the same is accurate in every particular.

And the defendant denies that, with the purpose and intent charged in said bill, he induced the said Mary Sprague to sign the petition, a copy of which is annexed to the bill marked F; and he denies that he had any instrumentality whatever in procuring the petition to be signed. This defendant is informed and believes that the court of probate did pass the order which is marked G; and he is also informed and believes that the notice and bond marked H and I, respectively, were made and executed; and also that the said Mary Sprague did, on the ninth day of August, 1865, execute the instrument marked K.

99 This defendant denies that he procured the said Mary Sprague to resign her guardianship of the complainant, but he is informed that she resigned her office of her own motion. The court of probate appointed appraisers to ascertain the estate of the said complainant, and such appraisement was duly made, and William Sprague accepted the office of guardian.

This defendant admits that he was a member of the copartnership of Hoyt, Spragues & Company, and that the said copartnership carried on a commission business; and he further admits that in the months of September and October, 1873, the said firm of Hoyt, Spragues & Co., and also the A. & W. Sprague Manufacturing Co., became embarrassed and suspended payment; and this defendant also admits that the said company has duly executed trust deeds of conveyance of all its property to Zechariah Chafee, for the benefit of all its creditors, and said Chafee now is vested with the title thereunder, for the benefit of creditors, of all the property of said corporation; and this defendant avers that the said complainant became of full age on the 1st day of January, 1868, and that from that time to the time of filing this bill, to wit, for the period of over seven years, he was fully cognizant of all that had been done by the said Mary Sprague, his guardian, in the way of investing the interest which he had in the estate of William Sprague, deceased, in the stock of the corporations known as the A. & W. Sprague Manufacturing Company and Quidnick Company, and acquiesced in and approved of the same, and attended the meetings of said companies at different times, and participated in their action, and asked for and received from time to time statements of account of its affairs, and drew money on account of his interest therein, and has made sale to a bona fide purchaser, for value, of all his stock in said Quidnick Company, and has received the consideration money therefor; and although at
100 all times having full means of knowledge of all the affairs and business of said corporation, he at no time, until long after the failure of said A. & W. Sprague Manufacturing Company, and the execution of said trust deed to said Chafee, made any complaint as to the investment made in his behalf by his said guardian, or set up or asserted any claim for relief against this defendant for any matter or thing whatsoever.

The defendant denies all and every allegation, charge, or insinuation in the said bill of complaint contained, to the effect that he originated, was a party to, or in any manner participated in, or had or entertained any scheme, plan, design, or purpose to obtain the control or management of the said business of the copartnership of A. & W. Sprague, or of the corporations which succeeded said copartnership, for his own benefit and advantage, or with the design to prejudice, injure, or impair the interests or rights of the said complainant, or of any other party who had any interest in said property. The sole object and purpose of this defendant was to roll up and increase the manufacturing properties which had come into the possession of the surviving members of the firm, after the decease of William Sprague, senior, for the benefit of all parties interested in the same, according to their respective interests. To this end, all his time, skill, energies, and constant care were directed. This defendant, too, was in frequent consultation for many years with Edwin Hoyt, father of the complainant, and the business of the copartnership, as well as of the corporations, was conducted largely in pursuance of his advice and with his constant approval.

And this defendant, further answering, avers that from the time the complainant attained his majority until the time of filing said bill of complaint the complainant had frequent interviews and correspondence during each year with the said William Sprague regarding the
101 investments made in his behalf by the said Mary Sprague, as his guardian, in the stock of said A. & W. Sprague Manufacturing Company and Quidnick Company. And this defendant avers that, in addition to advancing him moneys from time to time during said years on

account of said investments, the said William Sprague and the defendant gave him at all times all such information as he desired concerning the same, and referred him as a stockholder to the books of said corporation, which were always open to him, and to which he had access for any knowledge he might desire to obtain therefrom. And furthermore avers that, to his knowledge, for a very long period prior to the time alleged by him in said bill, and for more than six years before the filing of said bill, the complainant had full knowledge of the contents of said referee's report, and of all the proceedings upon which the same were based, and of the action subsequent thereto, whereby investments were made by the said Mary Sprague in his behalf as aforesaid.

And this defendant avers that no reports or report of the committee of creditors were made or published after the 30th day of November, 1873, and that the complainant had seen and examined all that had been made or published prior to said date. That the complainant brought his suit at law in this honorable court for an account against the said William Sprague on the 6th day of December, 1873, which was discontinued, and subsequently brought another on the 27th day of January, 1874, which is still pending, and that said 123 shares of Quidnick Company's stock mentioned in said complainant's said bill stood in the name of the said complainant on the books of said Quidnick corporation long before, on and after the 6th day of December, 1873, until he transferred the same on the 10th day of December, 1873.

And this defendant, further answering, says that as to all other matters set forth in the complainant's said bill of complaint, this defendant has no knowledge whatever, and has no information as to the
102 same, save by the complainant's bill of complaint, and leaves the complainant to prove the same as he may be advised.

And this defendant answers the several interrogatories propounded to him, as follows:

Second. Amasa and William Sprague did purchase from Byron Sprague his interest in the property and assets of A. & W. Sprague, and paid him the sum of $605,722.78 therefor.

Third. Amasa and William did purchase the interest of Almira Sprague, and paid her the sum of $91,000 therefor.

Fifth. Agreement marked Exhibit C was made and executed.

Sixth. No accounting or appraisal was had either of the estate of Amasa Sprague or William Sprague, deceased, prior to the making of the agreement marked Exhibit C.

Seventh. This defendant has no means of answering this interrogatory. No inventory was taken either at the death of Amasa Sprague, the elder, or William Sprague, the elder, but all the property and estate as it was at the said times, with all its accretions, remained after the death of each, respectively, in the hands of the surviving partner, and all the same, with such accretions, was transferred to the corporation in 1865, which succeeded to the business of said firm.

Eighth. This defendant has no adequate means of answering this interrogatory, for the reason that the books of the firm were always until the first day of January, 1863, kept on the principle of single
103 entry book-keeping, and in the manner they were kept it would be impossible to show to what the expenditures in many instances applied; an approximate ascertainment of the matter sought would involve months of continuous labor by an expert book-keeper, and a degree of expense which this defendant is unable to bear, and submits that he is not bound to incur.

Ninth. There was entered on the journal of A. & W. Sprague, under

date December 31st, 1863, the sum of $534,943.34 as for commissions from death of the William Sprague in 1856, to November 7th, 1862.

This amount was never carried to the ledger, was annulled and disallowed by the parties in interest in the early part of 1864, and never was laid before the referees, under the agreement of the 1st of April, 1865.

There was also charged on the books of A. & W. Sprague, from November 7th, 1862, to April 1st, 1865, the sum of $685,997.72 for commissions against the several firms, A. & W. Sprague, Quiduick Company and Arcadian Company, of which amount $401,245.12 was charged to the firm of A. & W. Sprague, but one-half of the whole of which sum of $685,997.72, viz, $342,998.86, was, subsequently to the coming in of the referee's report, charged back on the books in equal amounts to the said Amasa and William.

It is impossible to state accurately the amount charged on the business, between the 1st of April and 9th of August, 1865, inasmuch as the next entry for commissions was December 31st, 1865, covering sales for the whole period from April 1st, 1865, to that date, the proportional part of which, as nearly as can now be approximated, down to August 9th, 1865, was about $50,000.

Tenth. There was allowed and credited to Amasa & William
104 Sprague during the period above specified, from November 7th, 1862, to April 1st, 1865, the sum of $58,246.26 for commissions.

There was charged to Fanny Sprague from October, 1856, to August 9, 1865, in personal account, $168,901.39. This amount included expenses charged to Fanny Sprague for herself, Amasa, William and Almira, in common with her own, from October, 1856, to Jan'y 1st, 1863, as per agreement.

There was charged to Mary Sprague, on personal account, from October, 1856, to August 9th, 1865, the sum of $146,988.35, which included, in common with her own, the expenses of Byron Sprague from October, 1856, to November 7th, 1862.

There was charged to William Sprague in personal account, from January 1st, 1863, to August 9th, 1865, $152,257.37; to Amasa Sprague, in personal account, for the same period, $83,863.67.

Eleventh. No sums of money were drawn out during the period enquired of for any special investments, adventures, or operations of this defendant and not charged in the personal account of this defendant hereinbefore given. All sums drawn out or employed for any special investments, adventures, or operations of this defendant, and not charged to him, as above stated, in his personal account, were investments and adventures made for and on account of the business of the firm, in which all parties were interested.

On the 1st day of January, 1859, there was contributed by A. & W. Sprague, as capital, to the firm of Hoyt, Spragues & Co., $100,000.

Fourteenth. A dividend was declared of the profits of the business of A. & W. Sprague, in the lifetime of William Sprague, of the sum of $189,395.18.

Fifteenth. The bond marked Exhibit I was executed by the obligors therein named.

105 Eighteenth. This defendant is informed and believes that William Sprague has not filed any account as guardian.

Nineteenth. The several deeds of trust referred to in this interrogatory were executed, and this defendant denies all and all manner of unlawful combination and confederacy wherewith he is by said bill charged, without this, that there is any other matter, cause, or thing in said complainant's said bill of complaint contained, material or nec-

essary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided, or denied, is true to the knowledge or belief of this defendant. All which matters and things this defendant is ready and willing to aver, maintain, and prove, as this honorable court shall direct, and humbly prays to be hence dismissed, with his reasonable costs and charges in this behalf most wrongfully sustained.

AMASA SPRAGUE.

BENJ. F. THURSTON,
CHARLES HART,
JAMES TILLINGHAST,
JOHN A. GARDNER,
Defendant's Solicitors.

UNITED STATES OF AMERICA,
Rhode Island District, Providence, ss:

In the city of Providence, in said district, on the twelfth day of May, A. D. 1876, before me, a commissioner duly appointed by the circuit court of the United States, within and for the first circuit, to take testimony and depositions, personally appeared Amasa Sprague, subscriber to the foregoing answer, and made oath that the state-
106 ments made in said answer, as of his own knowledge, are true, and those made therein, as of his information and belief, he verily believes to be true.

Witness my hand and seal, at said Providence, in said district, the day and year aforesaid.

JOSEPH S. PITMAN,
Commissioner of the U. S. Circuit Court in and for the Rhode Island District.

Answer of William Sprague.—Filed May 15, 1876.

United States circuit court, November term, A. D. 1875. In equity.

RHODE ISLAND DISTRICT, *ss:*

WILLIAM S. HOYT,
vs.
AMASA SPRAGUE AND OTHERS.

The answer of William Sprague, individually, and as guardian of William S. Hoyt, to the above entitled bill of complaint.

This defendant, saving and reserving unto himself all benefit and advantage of exception to the many errors, inconsistencies, and
107 insufficiencies in said bill of complaint contained, for answer thereunto, or to so much and such parts thereof as he is advised is material and necessary for him to make answer unto, answering, says:

This defendant admits all the matters and things set forth from the first to the fifteenth folios of the bill of complaint to be substantially correct; but where matters stated are matters of record, he craves leave, for greater certainty, to refer to the record thereof, when produced.

And this defendant denies that after the death of William Sprague, the elder, as charged in said bill, he had the purpose of managing the business, which was under the control of A. & W. Sprague, for his own illegal gains and profits, or that he agreed and combined with his

partners to keep all the property and assets under the control of the firm; nor did he seek to prevent any accounting or liquidation in respect to the interests of the deceased Amasa and William. He denies that he induced or persuaded Fanny Sprague, the administratrix of Amasa Sprague, to remain wholly passive; or that he induced and persuaded Mary Sprague, the administratrix of William Sprague, to continue entirely passive as to any right or interest which she had in any representative capacity.

This defendant admits that the general assembly of the State of Rhode Island, in May, 1862, granted charters for the A. & W. Sprague Manufacturing Company, and for the Quidnick Company, respectively, and that said companies were organized under said charters in the year 1865.

As to the matters set forth from folios 22 to 25, this defendant admits that he, in connection with Amasa Sprague, purchased the interest of Almira Sprague in the property held by A. & W. Sprague, and also, afterwards, in the year 1862, purchased the interest of Byron Sprague in said firm property; but he denies that the same was purchased with copartnership property, or paid for out of the property held by the surviving partners of William Sprague.

108 The defendant admits, in reference to the matters stated from folios 25 to 30, that from the time of the death of William Sprague, the elder, in 1856, to the time when Byron Sprague's interest was purchased, in 1862, the business of the firm was carried on, under the firm name of A. & W. Sprague, for the common benefit and advantage of all parties having any interest in said properties, or in the estate, whose properties were in the hands of said firm; and the property of said partnership under said management was greatly increased. And it was never denied that the complainant, and his brother and sisters, children of Susan Hoyt, deceased, were interested to the extent of one-sixth part thereof. Neither the said Fanny Sprague, as administratrix of Amasa Sprague, nor the said Mary Sprague, as administratrix of the said William Sprague, sought to withdraw the interest which the said Amasa and William had respectively in said firm properties at the time of their decease, respectively, for the reason, as this defendant is informed and believes, that the said Fanny and Mary believed that the interests which they represented would be greatly increased if permitted to remain under the management of the survivors of the firm.

And this defendant denies, that in pursuance of any scheme to prevent the withdrawal of any of the property from their possession, or to prevent any liability to account, as required by law, to the legal representatives of Amasa or William, a petition was made to the general assembly, as set forth at folios 31 to 35 of the bill of complaint. Such a petition was prepared and presented to the general assembly, as in said bill is stated, under the following circumstances: All the estate of Amasa Sprague, deceased, and all the estate of William Sprague, deceased, was invested in the manufacturing properties, under the management and control of A. & W. Sprague. The said Mary Sprague,

109 as guardian of the children of Susan Hoyt, deceased, desired to ascertain the value and extent of the property to which, as such guardian, she was entitled; and was also desirous of ascertaining the value and extent of her own individual interest in said properties. To accomplish this, and incidentally ascertain what was the value and extent of the interest of every party in said property, it was amicably agreed that the whole of the property under the control and management of the firm should be appraised by referees, and that an organi-

zation should be had under the charter granted by the general assembly before mentioned, and that each party in interest should have and receive such proportion of the capital stock of said companies, as their respective interests bore to the whole property. Accordingly the said Mary Sprague, with the concurrence and advice of Edwin Hoyt, the father of the complainant, petitioned the general assemb'y as set forth in the complainant's Exhibit A.

This defendant had nothing to do with persuading Mary Sprague to this step, and had personally nothing to do with the business; neither did this defendant cause the petition to be presented to the general assembly, nor did he have anything to do with procuring the prayer of the petition to be granted, in any improper sense, as insinuated by said bill of complaint. The general assembly did pass the resolution set forth as Exhibit B.

This defendant denies, that in violation of any duty which he was under, as trustee to the representatives of William Sprague, deceased, he abused his trust, or that he appropriated large or any sums of money to his own use belonging to said business, or that he and his copartner Amasa, made speculative and illegal investments with the firm moneys, or bought with said moneys in their own names, cotton and other merchandise, or traded in the same for their own use, or that they paid out to parties large sums of money nominally for commissions, which

110 were afterwards returned in pursuance of a secret agreement to return them, or that they charged any other commissions for their services in carrying on the business than they were lawfully entitled to charge, or that this defendant did any of the unlawful acts which are charged against him from folios 42 to 46.

And the defendant admits that the agreement marked Exhibit C annexed to the complainants' bill, was duly executed: the same was not caused to be prepared by this defendant, but it was made at the instance mainly of the said Mary Sprague, her son Byron, who had then retired from the firm, and the father of the complainant. It was a part of the arrangement before mentioned which had been amicably arrived at by all parties having any interest in the property, and was deemed, on the whole, to be for the best interests of all concerned, as a means of avoiding controversy, dispute, and litigation, and to enable each party interested in the estate of Amasa and William Sprague, deceased to have their interest ascertained, and the extent of it defined.

This defendant is informed that the said Mary Sprague executed the agreement of her own free will, and that she was perfectly aware of the contents and purpose of the same and approved it.

And this defendant denies that said agreement was contrived and matured for the purpose and with the intent of carrying out any scheme to keep possession and control of the property and assets in the hands of this defendant and his brother, or of preventing any legal accounting to the representatives of Amasa and William, or with any fraudulent design and purpose whatsoever. The only male representative of Amasa and William Sprague, deceased, who could take charge of the property, was the defendant and his brother Amasa. The said Byron had voluntarily sold his interest in the property and estate of his father to this defendant and Amasa Sprague. The said Mary and Fanny

111 Sprague were advanced in years, and the children of Susan Hoyt, deceased, were all minors, and under guardianship.

This defendant denies that he resorted to any plan or scheme of the character stated or for the purpose charged, or that he did any of the things set forth and alleged against him from folios 50 to 53 of said bill.

And this defendant denies that upon a true and just account[illegible] and the said Amasa would have been required to account for more than $2,000,000, or any other amount of property and assets which were not brought into the division of said agreement. He denies that any sum of money, or any property or assets properly divisible, were withheld from the division, or that he had used and misapplied vast sums, or any sumsor sum of money derived from the said property and assets, or business carried on by means thereof, for his own personal and private expenses and operations, or that any money was paid to Fanny and Mary Sprague, or used by the said Amasa and William Sprague, for their personal living and expenses, which was not charged on the books of the firm, or that to avoid and get rid of any legal or proper accounting therefor they resorted to a plan and scheme of having an accounting among themselves, or that the property and assets of the firm were depleted or diminished in value or amount by any such use and misapplication of the moneys and profits thereof, as charged in said bill.

This defendant also denies that both of said referees were in confidential relation with him, and were nominated in his interest; on the contrary, the said Thurston was the recognized counsel of Byron Sprague and Mary Sprague, and in his professional capacity had always represented interests adversary to him, and held no professional relation to this defendant whatever.

And this defendant denies that he fraudulently gave or withheld any information, or caused to be fraudulently given or withheld any information to the referees named in said agreement C. Every facility was given to the said referees to make personal investi-

112 gation of all the books, affairs, and property of every kind belonging to said firm. They were not interfered with in the slightest degree in the discharge of their duties, and he denies that any false or fraudulent entries were made or caused to be made in the books of the firm in anticipation of said agreement and appraisal, or for any other purpose.

And this defendant denies all and every part of the allegations, as the same are set forth and contained in the charges marked first, second, third, fourth, and fifth, embraced in folios 53 to 65 of said bill, except as this denial is modified by the answers given by this defendant to the several interrogatories propounded to him.

And this defendant admits that the said referees did make the report which is set forth in Exhibit D, attached to the bill, but whether said report is erroneous or not in the particulars marked first, second, third, fourth, fifth, and sixth, as alleged in the bill from folios 67 to 71, this defendant has no personal knowledge beyond what is stated in the report itself, except that the value of the property and assets, exclusive of the Quidnick Company property, at the close of business on the 31st of March, 1865, did not, in fact, exceed $6,732,906.69, and that the liabilities were, in fact, $2,871,921.79; and that in fact a dividend was declared in the lifetime of William Sprague the elder, on account of which there was due Mary Sprague, as the administratrix of his estate, the sum of $164,250.29; but he believed said report to be accurate at the time in every respect, and acted upon it as such; has had no reason to doubt its correctness at any time since; and, to the best of his information and belief, the same is accurate in every particular.

And this defendant denies that, with the purpose and intent charged in said bill, he induced the said Mary Sprague to sign the petition, a copy of which is annexed to the bill, marked F, and he denies

113 that he had any instrumentality whatever in procuring the peti-

tion to be signed. This defendant is informed and believes that the probate court did pass the order which is marked G, and he is also informed and believes that the (court of probate) notice and bond, marked H and I, respectively, were made and executed, and also that the said Mary Sprague did, on the ninth day of August, 1865, execute the instrument marked K.

This defendant denies that he procured the said Mary to resign her guardianship of the complainant, but he is informed that she resigned her office of her own motion. The court of probate appointed appraisers to ascertain the estate of the said complainant, and such appraisement was duly made, and this defendant accepted the office of guardian.

This defendant admits that he was a member of the copartnership Hoyt, Spragues & Company, and that said copartnership carried on a commission business; and further admits that in the months of September and October, 1873, the said firm of Hoyt, Spragues & Co., and also the A. & W. Sprague Manufacturing Co., became embarrassed and suspended payment; and this defendant also admits that the said company has duly executed trust deeds of conveyance of all its property to Zechariah Chafee for the benefit of all its creditors; and said Chafee now is vested with the title thereunder for the benefit of creditors of all the property of said corporation.

And this defendant avers that the said complainant became of full age on the 1st day of January, 1868, and that from that time to the filing of this bill, to wit, for the period of over seven years, he was fully cognizant of all that had been done by the said Mary Sprague, his guardian, in the way of investing the interest which he had in the estate of William Sprague, deceased, in the stock of the corporation known as the A. & W. Sprague
114 Manufacturing Company and Quidnick Company, and acquiesced in and approved of the same, and attended the meetings of said companies at different times, and participated in their action; and asked for and received from time to time statements of account of its affairs, and drew money on account of his interest therein; and has made sale to a bona fide purchaser for value of all his stock in said Quidnick Company, and has received the consideration money therefor.

And although at all times having the full means of knowledge of all the affairs and business of said corporation, he at no time until long after the failure of said A. & W. Sprague Manufacturing Company and the execution of said trust deed to said Chafee made any complaint as to the investment made in his behalf by his said guardian, or set up or asserted any claim for relief against this defendant for any matter or thing whatsoever.

This defendant denies all and every allegation, charge, or insinuation in the said bill of complaint contained to the effect that he originated, was a party to, or in any manner participated in, or had or entertained any scheme, plan, design, or purpose to obtain the control or management of the said business of the copartnership of A. & W. Sprague, or of the corporation which succeeded said copartnership, for his own benefit and advantage, or with the design to prejudice, injure, or impair the interests or rights of the said complainant, or of any other party who had any interest in the said property.

The sole object and purpose of this defendant was to roll up and increase the manufacturing properties which had come into the possession of the surviving member of the firm after the decease of William Sprague, senior, for the benefit of all parties interested in the same, according to their respective interests. To this end, all his time, skill, energies, and constant care were directed. This defendant, too, was

in frequent consultation for many years with Edwin Hoyt,
115 father of the complainant. The business of the copartnership, as well as of the corporation, was conducted largely in pursuance of his advice and with his constant approval.

And this defendant, further answering, denies each and all the allegations of studious concealment and misrepresentation of facts on his part concerning any property or rights of the said complainant, as averred in said bill of complaint, or any concealment from him, or misrepresentation to him, by this defendant, whatsoever; but, on the contrary thereof, avers that, from the time the complainant attained his majority until the filing of the said bill of complaint the complainant had frequent interviews and correspondence during each year with this defendant regarding the investments made in his behalf by the said Mary Sprague as his guardian, in the stock of said A. & W. Sprague Manufacturing Company and Quidnick Company. And this defendant avers that, in addition to advancing him moneys, from time to time, during said years, on account of said investments, he gave him at all times all such information as he desired concerning the same, and referred him, as a stockholder, to the books of said corporations, which were always open to him, and to which he had access for any knowledge he might desire to obtain therefrom; and furthermore avers that, to his knowledge, for a very long period prior to the time alleged by the complainant in said bill, and for more than six years before the filing of said bill, the complainant had full knowledge of the contents of said referee's reports, and of all the proceedings upon which the same were based, and of the action subsequent thereto, whereby investments were made by the said Mary Sprague in his behalf, as aforesaid.

And this defendant denies that he ever used and misapplied any moneys belonging to the complainant, or that the complainant
116 ever ascertained any such use or misapplication from any published reports of the committee of creditors, as averred in said bill; and avers that no reports or report of the committee of creditors were made or published after the 30th day of November, 1873, and that the complainant had seen and examined all that had been made or published prior to said date; that the complainant brought his suit at law in this honorable court for an account against the defendant on the 6th day of December, 1873, which was discontinued, and subsequently brought another on the 27th of January, 1874, which is still pending; and that said 123 shares of Quidnick Company stock mentioned in said complainant's bill stood in the name of the said complainant on the books of said Quidnick corporation long before, on and after the 6th day of December, 1873, until he transferred the same, on the 10th day of December, 1873.

And this defendant, further answering, says: That as to all other matters set forth in the complainant's said bill of complaint, this defendant has no knowledge whatever, and has no information as to the same, save by the complainant's bill of complaint, and leaves the complainant to prove the same as he may be advised.

And this defendant answers the several interrogatories propounded to him as follows:

2. Amasa and William Sprague did purchase from Byron Sprague his interest in the property and assets of A. & W. Sprague, and paid him the sum of $605,722.78 therefor.

3. Amasa and William Sprague did purchase the interest of Almira Sprague, and paid her the sum of $91,000 therefor.

5. Agreement marked Exhibit C was made and executed.

117 6. No accounting or appraisal was had, either of the estate of Amasa Sprague or William Sprague, deceased, prior to the making of the agreement marked Exhibit C.

7. This defendant has no means of answering this interrogatory. No inventory was taken, either at the death of Amasa Sprague, the elder, or William Sprague, the elder; but all the property and estate, as it was at the said time, with all its accretions, remained after the death of each, respectively, in the hands of the surviving partners, and all the same, with such accretions, was transferred to the corporations in 1865 which succeeded to the business of said firm.

8. This defendant has no adequate means of answering this interrogatory, for the reason that the books of the firm were always, until the first day of January, 1863, kept on the principle of single-entry bookkeeping, and in the manner they were kept it would be impossible to show to what the expenditures in many instances applied. Even an approximate ascertainment of the matters sought would involve months of continuous labor by an expert bookkeeper and a degree of expense which this defendant is unable to bear, and submits that he is not bound to incur.

9. There was entered on the journal of A. & W. Sprague, under date of December 31, 1863, the sum of $534,943.34, as and for commissions, from the death of William Sprague, in 1856, to November 7, 1862.

This amount was never carried to the ledger, was annulled and disallowed by the parties in interest in the early part of 1864, and never was laid before the referees, under the agreement of the 1st of April, 1865.

There was also charged on the books of A. & W. Sprague, from November 7, 1862, to April, 1865, the sum of $685,997.72, for commissions against the several firms, A. & W. Sprague, Quidnick Company, and
118 Arcadian Company, of which amount $401,245.12 was charged to the firm of A. & W. Sprague, but one-half of the whole of which sum of $685,997.72, viz, $342,998.86, was subsequently to the coming in of the referee's report charged back on the books, in equal amounts, to the said Amasa and William.

It is impossible to state accurately the amount charged on the business between 1st April and 9th of August, 1865, inasmuch as the next entry for commissions was December 31, 1865, covering sales for the whole period, from April 1st, 1865, to that date, the proportional part of which, as nearly as can now be approximated, down to August 9th, 1865, was about $50,000.

10. There was allowed and credited to Amasa & William Sprague, during the period above specified, from November 7th, 1862, to April 1, 1865, the sum of $58,246.26 for commissions.

There was charged to Fanny Sprague, from October, 1856, to August 9th, 1865, in personal account, $168,901.39. This amount included expenses charged to Fanny Sprague, for herself, Amasa, William, and Almira, in common with her own, from October, 1856, to January 1st, 1863, as per agreement.

There was charged to Mary Sprague, in personal account, from October, 1856, to August 9th, 1865, the sum of $146,988.35, which included, in common with her own, the expenses of Byron Sprague, from October, 1856, to November 7th, 1862.

There was charged to William Sprague, on personal account, from January 1st, 1863, to August 9th, 1865, $152,257.37.

To Amasa Sprague, on personal account, for the same period, $83,863.67.

11. No sums of money were drawn out during the period inquired of for any special investments, adventures, or operations of this defendant, and not charged in the personal account of this defendant
119 hereinbefore given. All sums drawn out or employed for any special investments, adventures, or operations of the defendant, and not charged to him, as above stated, in his personal account, were investments and adventures made for and on account of the business of the firm, in which all parties were interested.

On the 1st day of January, 1859, there was contributed by A. & W. Sprague, as capital to the firm of Hoyt, Spragues & Co., $100,000.

14. A dividend was declared of the profits of the business of A. & W. Sprague, in the lifetime of William Sprague, of the sum of $189,395.18.

15. The bond marked Exhibit I was executed by the obligors therein named.

18. This defendant has not filed any account as guardian.

19. The several deeds of trust referred to in this interrogatory were executed.

And this defendant denies all and all manner of unlawful combination and confederacy wherewith he is by said bill charged, without this, that there is any other matter, cause, or thing in said complainants' said bill of complaint contained material or necessary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, or true to the knowledge or belief of this defendant; all which matter and things this defendant is willing and ready to aver, maintain, and prove, as this honorable court shall direct, and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

WILLIAM SPRAGUE.

BENJ. F. THURSTON,
CHARLES HART,
JAMES TILLINGHAST,
JOHN A. GARDNER,
Defendants' Solicitors.

120 UNITED STATES OF AMERICA,
Rhode Island District, Providence, sc.:

In the city of Providence, in said district, on the twelfth day of May, A. D. 1876, before me, a commissioner duly appointed by the circuit court of the United States, within and for the first circuit, to take testimony and depositions, personally appeared William Sprague, subscriber to the foregoing answer, and made oath that the statements made in said answer, as of his own knowledge, are true, and those made therein as of his information and belief, he verily believes to be true.

Witness my hand and seal, at said Providence, in said district, the day and year aforesaid.

JOSEPH S. PITMAN,
Commissioner of the U. S. circuit court in and for the Rhode Island District.

121 *Answer of Mary Sprague.—Filed Oct. 30th, 1875.*

United States circuit court. Rule day, Nov. 1st, A. D. 1875.

DISTRICT OF RHODE ISLAND, *sc.:*

WILLIAM S. HOYT
vs.
AMASA SPRAGUE, WILLIAM SPRAGUE, INDIVIDUALLY AND AS GUARDIAN OF THE PROPERTY OF WILLIAM S. HOYT; FANNY SPRAGUE, INDIVIDUALLY AND AS ADMINISTRATRIX OF AMASA SPRAGUE, DECEASED; MARY SPRAGUE, INDIVIDUALLY AND AS ADMINISTRATRIX OF WILLIAM SPRAGUE, DECEASED, AND AS GUARDIAN OF THE PROPERTY OF WILLIAM S. HOYT; THE A. & W. SPRAGUE MANUFACTURING COMPANY, AND ZECHARIAH CHAFEE, AS TRUSTEE OR ASSIGNEE UNDER CERTAIN INDENTURES OR DEEDS OF TRUST. } In equity.

Answer of Mary Sprague, individually and as administratrix of the goods, chattels, and credits which were of William Sprague, deceased, and as guardian of the property of William S. Hoyt, to the bill
122 of complaint of William S. Hoyt against Amasa Sprague (etc.).

And this defendant, saving and reserving unto herself all benefit and advantage of exception to the many errors, inconsistencies, and insufficiencies in said bill of complaint contained, for answer thereunto, or to so much and such parts thereof as she is advised is material and necessary for her to make answer unto, answering, says:

This defendant admits it to be true that, prior to the year 1843, Amasa Sprague and William Sprague, now deceased, were copartners in trade, and were engaged in the business of manufacturing and selling cloths and prints; that the said firm did a successful business, but had not accumulated, at the decease of said Amasa, an estate of more than $100,000 beyond their liabilities. The said firm were owners of real estate, in the State of Rhode Island, and elsewhere, and all of this property, real and personal, was held in common and undivided, and the real estate was principally held and employed for the uses of the copartnership. The property of the firm was treated and held as the common property of the copartners, the expenses of the families of each of the partners were paid out of the common property, and all of the accounts of the copartnership were kept on the simple system of single entry bookkeeping. Neither of the partners had any individual property or estate distinct or separate from the other, but their energies were directed to the development of the manufacturing business, and the accumulation of the property, for the common and equal benefit of themselves and their families respectively. And all their property, of every kind, was copartnership property up to the time of the formation of the corporations hereinafter mentioned. The said Amasa Sprague died intestate in the month of December, 1843, leaving a widow and four children surviving. The said William, husband of this defendant, as surviving partner, carried on the business of said firm, and he did not, as this defendant is
123 informed and believes, liquidate the affairs of the firm and account to the representatives of his deceased brother, Amasa, for the comparatively small sum which would have resulted to them upon the settlement at that date of the business of the copartnership; on the

contrary, he believed that it was his duty to consider the interest of his deceased brother's widow and children as entitled to his protection, and to be increased by the fruits of his energy and labors, notwithstanding he was deprived of the aid and assistance of his said brother. The said William Sprague continued the business in the original name of A. & W. Sprague, for the equal benefit of himself and the representatives of his deceased brother, from the time of the death of the said Amasa, in 1843, until his own death in the month of October, 1856. At the time of his decease the property and estate of said copartnership was very greatly increased, as the result of his labors, skill, and business sagacity.

Prior to the decease of the said William Sprague, to wit, in the year 1856, the said William Sprague took into copartnership his own son, Byron Sprague, and Amasa and William Sprague, the two surviving sons of Amasa, deceased.

Susan Sprague, the daughter of the said William Sprague and of this defendant, married Edwin Hoyt, of New York, and died on the 28th of October, 1853, intestate, leaving the complainant and three other children, issue of said marriage, surviving.

The said William Sprague, senior, died intestate on the 19th day of October, 1856, leaving this defendant, his widow, his son Byron, and the children of Susan Hoyt, deceased, his heirs at law surviving.

This defendant duly received letters of administration on the estate of said William Sprague on the 8th day of December, 1856, from the probate court of the town of Warwick.

On the 9th day of February, 1857, this defendant was appointed
124 guardian of the property of said complainant. Immediately after the decease of the said William Sprague, senior, and at the time of her appointment as guardian of the complainant, the property of the copartnership of A. & W. Sprague was managed by Byron Sprague, Amasa Sprague, and William Sprague, under the advice and with the assistance of this defendant, and Fanny Sprague, mother of the said Amasa and William, in said firm name, for the common benefit of all parties interested therein. The business of the firm was, in 1856 and subsequently, greatly extended, and, in the opinion of all the parties in interest, it was deemed unadvisable to wind up its affairs.

Edwin Hoyt, the father of the said complainant, was frequently advised with by this defendant, and he urged that the business be conducted for the benefit of all parties in interest without any liquidation being had of the business of the firm. The copartnership at this time was engaged in a highly prosperous business, was rapidly increasing its assets, and continued so to do until and long after the formation of the corporations hereinafter mentioned.

In the month of May, 1862, with the view of disentangling the interests of the several parties interested in the property held under the management of the firm of A. & W. Sprague, and of assigning to each his or her proper share therein, and for more conveniently and *and* systematically managing such interests and the business, acts of incorporation for the A. & W. Sprague Manufacturing Company and the Quidnick Company were petitioned for, and granted by the general assembly of the State of Rhode Island.

Soon after the procurement of said acts of incorporation, Byron Sprague sold all of his interest in the property and estate held by A. & W. Sprague, with the exception of the Quidnick property, to the said Amasa Sprague and William Sprague.

125 And this defendant further represents that after her said

son, Byron Sprague, had made the sale above mentioned to Amasa Sprague and William Sprague, she was desirous of ascertaining the value of her interest in the property under the management of the firm of A. & W. Sprague, and also the value of the interest to which she was entitled as guardian of the complainant, and the other children of her deceased daughter, Susan Sprague Hoyt. Accordingly, she demanded through her counsel, at the instigation of her son, Byron Sprague, an account of all the estate which she was entitled to receive as administratrix of her husband, deceased, less the value of the fractional interest therein to which Byron Sprague as one of the heirs at law of her husband was entitled. The said William Sprague and Amasa Sprague not complying promptly with her request, she caused a bill in equity to be prepared by her counsel, Messrs. Thurston & Ripley, with whom was associated the late Benjamin R. Curtis, of Boston, wherein she prayed for the appointment of a receiver, for an account, and for such other relief as under the circumstances she would be entitled to receive. Inasmuch, however, as the filing of said bill and the prosecution of the same in the courts would involve an ascertainment of the value of the interest in the property held and managed by said firm, belonging to the estate of Amasa Sprague, deceased, which for a period of nearly thirteen years had been under the sole management of her husband, William Sprague, and if proceeded with in an adversary and hostile spirit would entail long and tedious litigation, which would tend to the great injury of the firm of A. & W. Sprague, and be likely to impair the value of her own estate and that to which she would be entitled as guardian of the children of Susan Hoyt, she did, upon the advice of Edwin Hoyt, the father of the complainant, and of her son, Byron Sprague, propose to the said William Sprague and Amasa Sprague to avoid the cost, expense, and injury of an adversary litigation, by having an amicable reference to as-
126 certain what interest she had individually, and in her representative capacities, in the property under the control and manage ment of the firm of A. & W. Sprague, to which proposition the said Amasa and William Sprague consented.

And this defendant denies that this plan for ascertaining definitely what interest she had individually, or was entitled to represent in the property under the control of said firm of A. & W. Sprague, was the first of any scheme to avoid the performance of any duty, or to accomplish any unlawful end or purpose, or to cover up and conceal any acts done or omitted to be done on her part, but proceeded from an honest desire on her part to ascertain definitely what interest she had individually and what interest her wards had in the property in the hands of said surviving partners, and the value of such interests.

And this defendant further represents that although she was desirous of definitely ascertaining the value of her interest, as well as the value of the interest of her wards in the said estate and property, she did not desire to withdraw the same from the business industry out of which it had been earned. In order, however, to obtain the necessary authority for continuing the property of her said wards in such investment, she did, in connection with Edwin Hoyt, petition the general assembly, at its January session, A. D. 1863, as set forth in Exhibit A, annexed to the complainants' bill of complaint. And thereafterward the resolution marked Exhibit B, and attached to the complainants' bill, was by the general assembly duly passed on the 9th day of March, A. D. 1863. Said petition was not caused to be prepared and presented to her by the said Amasa Sprague or William Sprague, nor was she influenced to sign

the same by them; but she did execute the same because it was advised by her said son, the said Byron Sprague, and by the said Edwin
127 Hoyt, and because her judgment concurred therein. And this defendant, further answering, says that after the passage of the resolution by the general assembly she renewed, through her counsel, her efforts to procure an agreement of reference with the said Amasa Sprague and William Sprague, and with the other parties interested in the estates of Amasa Sprague and William Sprague, senior, deceased, but the matter requiring long and protracted negotiations as to details, was not finally settled until about the first day of April, 1865, when the agreement marked Exhibit C, and attached to the complainants' bill of complaint, was formally executed by all of the parties having any interest in the estate. And this defendant says that said agreement marked C was not prepared by the attorneys at law of the said Amasa Sprague and William Sprague, and by them presented to this defendant to sign, but was prepared by Benjamin F. Thurston, the attorney of this defendant, and by John A. Gardner, the attorney of said Amasa Sprague and William Sprague.

This defendant well understood the contents and purpose of said agreement at the time that she signed the same, and approved thereof, and executed the same at the city of New York, at the same time that the same was signed by Edwin Hoyt, and on the occasion when she was visiting at his house. Neither the said Amasa Sprague or the said William Sprague was present at the time, or had anything whatever to do with influencing her to sign the same. Moreover, this defendant says that in view of the fact that from the time of the decease of Amasa Sprague, in the year 1843, the shares which his widow and children were entitled to in his estate had been used and employed as capital in the business of the firm, and in view of the fact that the estate of William Sprague had also, since his decease in 1856, been in a like manner employed to the great advantage of the estate, the way proposed by the agreement marked Exhibit C was, in her opinion, the only prac-
128 tical and effectual way of ascertaining, without prejudice to the estate, the extent and the value of the interest to which she was entitled individually and in her representative capacities in the said property under the management of the said firm of A. & W. Sprague.

And this defendant further says that the said Benjamin F. Thurston and the said John A. Gardner, the referees named in said agreement, marked Exhibit C, were respectively the counsel of this defendant and of the said Amasa and William Sprague. And this defendant is informed and believes that the said Thurston had not, up to that time, acted in any matter or thing as the attorney, solicitor, or counsel of the said Amasa and William; nor had the said Gardner, up to that time, ever acted as attorney, solicitor, or counsel of this defendant. The said Thurston had acted as the counsel of her son, Byron Sprague, in his controversy with the said Amasa and William, and in various other business matters, after the connection of the said Byron with said firm ceased. She is further informed that said referees entered upon their duties immediately after their appointment, and were engaged until the first day of July following in the performance of the labor required of them, and made their report to the parties on said first day of July, as set forth in Exhibits D and E, annexed to the complainants' bill.

And this defendant submits that the said resolution of the general assembly, marked Exhibit B, and the said agreement of reference, marked Exhibit C, and the said reports, marked Exhibits D and E, are conclusive and binding upon the said complainants, and she prays the

same benefit of the facts herein stated as if she had set up the same by plea to said bill, or as she would have been entitled to had she demurred to said bill.

And this defendant, further answering, says that after the coming in of the said report of the said referees she did, on the 19th day of July, 1865, file the petition as guardian of the said complainant and
129 the other children of the said Susan Hoyt, deceased, before the probate court of the town of Warwick, which is marked Exhibit F, attached to the complainants' bill of complaint, wherein she prayed that the said court would approve the bond of herself and Edwin Hoyt as principals, and Byron Sprague and William Sprague as sureties, tendered by her in compliance with the resolution of the general assembly authorizing her to make conveyance in her capacity as guardian of all the right, title, and interest of the complainant, and the other minor children of Susan Hoyt, in and to all the estate and property held, owned, and managed by the firm of A. & W. Sprague, a copy of which said bond is annexed to the complainants' bill, marked Exhibit I, and also praying that said court, under the general powers reposed in them by law, would authorize her to sell the said property of her said wards for the purpose of making a more advantageous investment thereof.

And this defendant denies that she was ignorant of the character or purpose of said petition, but, on the contrary, she well understood that it was a proper and necessary step to enable her to fully execute the authority contained in the resolution of the general assembly empowering her to invest the estate of her wards in the stock of the A. & W. Sprague Manufacturing Company and the Quidnick Company. And said court of probate afterwards acted upon said petition, and on the 5th day of August, 1865, did pass the decree as set forth in Exhibit G, and annexed to the complainants' bill of complaint.

And afterwards, on the 9th day of August, 1865, this defendant did make the deed of conveyance, in pursuance of the hereinbefore recited authority, which is set forth in Exhibit K, attached to the complainants' bill of complaint, of her own voluntary act, and without any inducement from Amasa and William Sprague.

130 And this defendant further says that on the 11th day of August, 1866, she exhibited, under oath, to the appraisers appointed by the court of probate of the town of Warwick, an inventory of all the real and personal estate of the said complainant, and the same was on said day duly returned to said court, and by said court received on the 13th day of August, 1866.

Said inventory comprehended not only the number of shares of the capital stock of the A. & W. Sprague Manufacturing Company, and Quidnick Company, which represented the value of complainants' interest in properties of said corporations, and the cash dividend due from the A. & W. Sprague Company, but also 122 shares of the National Bank of Commerce, one U. S. six per cent. bond, and two bonds of the New York, Providence and Boston Railroad, which, before the making of said agreement, marked Exhibit C, she had purchased with moneys drawn by her from time to time as guardian, from the firm of A. & W. Sprague.

And in answer to interrogatory marked 1, this defendant says that she has never filed or passed any account as administratrix of her husband, William Sprague. The estate of the said William Sprague was wholly invested in the firm of A. & W. Sprague, and the surviving partners of said firm had control of the same until the affairs of said firm

said Amasa Sprague or William Sprague, nor was she influenced to sign

were liquidated, and the several interests of the said William Sprague ascertained therein.

In answer to the interrogatory marked 4, she says that she did sign the said petition, a copy of which, marked Exhibit A, is annexed to the complainants' bill.

In answer to the interrogatory marked 12, she says stock of the A. & W. Sprague Manufacturing Company at its ascertained value per share, to the amount of $75,000, was sold by her to Amasa and William Sprague, and she received in payment therefor shares of stock in
131 various banks, insurance companies, railroad bonds, &c., which was equivalent in value to the sum of $75,000.

In answer to interrogatory marked 13, she says that the surviving partners of the firm of A. & W. Sprague had not liquidated the affairs of said firm, and ascertained the share of the said William Sprague, deceased, prior to the execution of the agreement of reference marked Exhibit C, and that all the estate of the said William Sprague was invested in said copartnership of A. & W. Sprague and the Quidnick Company.

And in answer to the interrogatory marked 16, she says that all the property which, as guardian or administratrix, she was entitled to have, was involved with the copartnership property under the management of A. & W. Sprague, and that the surviving partners of said firm had control of the assets and property of said copartnership, and had not liquidated the affairs of the firm prior to the making of the agreement of reference marked Exhibit C.

And in answer to interrogatory marked 17, she says that all and every part of the property in the inventory marked Exhibit M was in her hands and in her separate possession and under her control, except the item marked Dividend due from A. & W. Sprague as cash, March 31, 1865.

And this defendant, further answering, says that the said complainant has, before the filing of the bill of complaint in this case, been of full age for more than seven years; that he has ratified, approved, and confirmed, by his words and conduct, all and singular the acts and doings of the defendant as guardian; that he has recognized the propriety of the investment for his benefit in the said A. & W. Sprague Manufacturing Company, and Quidnick Company; and that he has sold his shares in the Quidnick Company and received the payment therefor, and has, from time to time, drawn money from the
132 A. & W. Sprague Manufacturing Company on account of his interest as a stockholder, and participated in the management of said corporation by being present or by being represented at its stockholders' meetings, as this defendant is informed and believes.

And this defendant denies the truth and correctness of each and every one of the covert insinuations that fraud has been in some way committed by her toward the complainant, or that she has been a party to ny scheme to injure or prejudice the complainant in his estate. Such insinuations in said bill contained she is unable otherwise than thus generally to deny, in the absence of any specific charges admitting of a more particular denial.

And furthermore this defendant denies that in any of the matters and things done or omitted to be done, as set forth in said bill of complaint, she acted under the direction and dictation of the said Amasa and William Sprague and their attorneys, or otherwise than according to the advice of her son Byron Sprague, and Edwin Hoyt, the father of the said complainant, and in accordance with her own judgment.

Moreover, for a considerable period before her son Byron Sprague

retired from the firm of A. & W. Sprague, she and her son Byron Sprague were not on friendly personal relations with the said Amasa and William Sprague, and after the retirement of the said Byron from the firm and during all the period that she was endeavoring to have the interest which she individually, and as guardian, had in the property under the control of said firm of A. & W. Sprague ascertained, and during the whole period that negotiations were going on for ascertaining the same, and during the whole period that the business was proceeding before the referees, she was in antagonistic and adversary relations toward the said Amasa and William.

And this defendant submits that the said complainants have not on their bill shown any case in equity, or case entitling them to
133 proceed against her in this honorable court, and she prays all such benefit as if she had demurred to the said bill.

And this defendant denies all and all manner of unlawful combination and confederacy wherewith she is by the said bill charged, without this, that there is any other matter, cause or thing in the said complainants' said bill of complaint contained, material or necessary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is true to the knowledge or belief of this defendant; all of which matters and things this defendant is ready and willing to aver, maintain and prove, as this honorable court shall direct, and humbly prays to be hence dismissed with her reasonable costs and charges in this behalf most wrongfully sustained.

MARY SPRAGUE.

BENJ. F. THURSTON,
CHAS. HART,
JAMES TILLINGHAST,
J. A. GARDNER,
Solicitors for Respondent.

DISTRICT OF RHODE ISLAND,
Providence, sc.:

In the city of Providence, in said district, on this twenty-third day of October, A. D. 1875, before me, a commissioner duly appointed by the circuit court of the United States within and for the first circuit, to take testimony and depositions, personally appeared Mary Sprague, subscriber to the foregoing answer in equity, and made oath that the statements made in said answer as of her own knowledge are true, and the statements made therein as of her information and belief, she verily believes to be true.

Witness my hand and seal, at said Providence, the day and year aforesaid.

[SEAL.]

FRANCIS A. DANIELS,
U. S. Commissioner.

134 *Answer of Fanny Sprague.—Filed May* 15, 1876.

United States circuit court.—November term, A. D. 1875. In equity.

RHODE ISLAND DISTRICT, *sc.:*

WILLIAM S. HOYT
vs.
AMASA SPRAGUE AND OTHERS.

Answer of Fanny Sprague, individually, and as administratrix of the goods, chattels, and credits which were of Amasa Sprague, deceased, to the bill of complaint of William S. Hoyt against Amasa Sprague and others:

This defendant saving and reserving unto herself all benefit and advantage of exception to the many errors, inconsistencies, and insufficiencies in said bill of complaint contained, for answer thereunto, or to so much and such parts thereof as she is advised is material and necessary for her to make answer unto, answering, says: This defendant admits it to be true, that prior to the year 1843, Amasa Sprague and William Sprague, now deceased, were copartners in trade, and were engaged in the business of manufacturing and selling cloths and prints; that the said firm did a successful business, but had not accumulated at the decease of said Amasa an estate of more than $100,000 beyond their liabilities. The said firm were owners of real estate in the State of Rhode Island and elsewhere, and all of this property, real and personal, was held in common and undivided, and the real estate was princi-
135 pally held and employed for the uses of the copartnership. The property of the firm was treated and held as the common property of the copartners, the expense of the families of each of the partners were paid out of the common property, and all of the accounts of the copartnership were kept on the single system of single entry bookkeeping. Neither of the partners had any individual property or estate distinct or separate from the other; but their energies were directed to the development of the manufacturing business and the accumulation of the property for the common and equal benefit of themselves and their families respectively.

And all their property of every kind was copartnership property up to the time of the formation of the copartnership hereinafter mentioned.

The said Amasa Sprague, husband of the defendant, died intestate in the month of December, 1843, leaving this defendant, his widow, and four children surviving.

The said William Sprague, as surviving partner, carried on the business of said firm, and he did not, as the defendant is informed and believes, liquidate the affairs of the firm and account to the representatives of her deceased brother Amasa, for the comparatively small sum, which would have resulted to them upon the settlement at that date of the business of the copartnership; on the contrary he believed that it was his duty to consider the interest of his deceased brother's widow and children as entitled to his protection, and to be increased by the fruit of his energy and labor, notwithstanding he was deprived of the aid and assistance of his said brother. The said William Sprague continued the business in the original name of A. & W. Sprague for the equal benefit of himself and the representatives of his deceased brother, from the time of the death of the said Amasa in 1843, until his own death, in the month of October, 1856. At the time of his decease the

property and estate of said copartnership was very greatly increased as the result of his labors, skill, and business sagacity. Prior to
136 the decease of the said William Sprague, to wit, in the year 1856, the said William Sprague took into copartnership his own son, Byron Sprague, and Amasa and William Sprague, the surviving sons of Amasa, deceased.

Susan Sprague, the daughter of the said William and of Mary Sprague, married Edwin Hoyt, of New York, and died on the 28th of October, 1853, intestate, leaving the complainant and three other children, issue of said marriage, surviving.

The said William Sprague, senior, died intestate on the 19th day of October, 1856, leaving said Mary Sprague, his widow, his son Byron, and the children of Susan Hoyt, deceased, his heirs at law surviving. This defendant is informed and believes that Mary Sprague duly secured letters of administration on the estate of said William Sprague on the 8th day of December, 1856, from the probate court of the town of Warwick. On the 9th day of February, 1857, as this defendant is informed and believes, the said Mary Sprague was appointed guardian of the property of said complainant.

Immediately after the decease of the said William Sprague, senior, and at the time of the appointment of the said Mary Sprague as guardian of the complainant, the property of the copartnership of A. & W. Sprague was managed by Byron Sprague, Amasa Sprague, and William Sprague, under the advice and with the assistance of the said Mary Sprague and this defendant, mother of the said Amasa and William in said firm name, for the common benefit of all parties interested therein. The business of the firm was, in 1856, and subsequently, greatly extended, and in the opinion of all the parties in interest it was deemed inadvisable to wind up its affairs.

Edwin Hoyt, the father of the complainant, was frequently advised with by this defendant and the other parties interested, and he
137 urged that the business be conducted for the benefit of all parties in interest without any liquidation being had of the business of the firm. The copartnership at this time was engaged in a highly prosperous business, was rapidly increasing its assets, and continued so to do until and long after the formation of the corporations hereinafter mentioned.

In the month of *of* May, 1862, with a view of disentangling the interests of the several parties interested in the property held under the management of the firm of A. & W. Sprague, and of assigning to each his or her proper share therein, and for more conveniently and systematically managing such interests and the business, acts of incorporation for the A. & W. Sprague Manufacturing Company and the Quidnick Company were petitioned for and granted by the general assembly of the State of Rhode Island.

Soon after the procurement of said acts of incorporation Byron Sprague sold all of his interest in the property and estate held by A. & W. Sprague, with the exception of the Quidnick property, to the said Amasa Sprague and William Sprague.

And this defendant is informed and believes that after Byron Sprague had made the sale above mentioned to Amasa Sprague and William Sprague the said Mary Sprague was desirous of ascertaining the value of her interest in the property under the management of the firm of A. & W. Sprague, and also the value of the interest to which she was entitled as guardian of the complainant, and the other three children of her deceased daughter, Susan Sprague Hoyt; that

accordingly she demanded, through her counsel, at the instigation of her son, Byron Sprague, an account of all the estate which she was entitled to receive as administratrix of her husband deceased, less the value of the fractional interest therein, to which Byron Sprague, as one of the heirs at law of her husband, was entitled; that the said
138 William Sprague and Amasa Sprague not complying promptly with her request, she caused a bill in equity to be prepared by her counsel, Messrs. Thurston & Ripley, with whom was associated the late Benjamin R. Curtis, of Boston, wherein she prayed for the appointment of a receiver, for an account, and for such other relief as under the circumstances she would be entitled to receive; that inasmuch, however, as the filing of said bill and the prosecution of the same in the courts would involve an ascertainment of the value of the interest in the property held and managed by said firm belonging to the estate of Amasa Sprague, deceased, which for a period of nearly thirteen years had been under the sole management of her husband, William Sprague, and if proceeded with in an adversary and hostile spirit would entail long and tedious litigation, which would tend to great injury of the firm of A. & W. Sprague, and be likely to impair the value of her own estate and that to which she would be entitled as guardian of the children of Susan Hoyt, she did, upon the advice of Edwin Hoyt, the father of the complainant, and of her son, Byron Sprague, propose to the said William Sprague and Amasa Sprague to avoid the cost, expense, and injury of an adversary litigation by having an amicable reference to ascertain what interest she had individually and in her representative capacities in the property under the control and management of the firm of A. & W. Sprague, to which proposition the said Amasa and William Sprague consented.

And this defendant denies that this plan of ascertaining definitely what interest the said Mary Sprague had individually, or was entitled to represent in the property under the control of said firm of A. & W. Sprague, was the fruit of any scheme to avoid the performance of any duty, or to accomplish any unlawful end or purpose, or to cover up and conceal any acts done, or omitted to be done, on the part of said Mary Sprague, or any one else to her knowledge, but proceeded, as
139 this defendant believes, from an honest desire on the part of said Mary, and the other parties interested, to ascertain definitely what interest she, the said Mary Sprague, had individually, and what interest her wards had in the property in the hands of said surviving partner and the value of such interests.

And this defendant is informed and believes that although the said Mary Sprague was desirous of definitely ascertaining the value of her interest, as well as the value of the interest of her wards, in the said estate and property, she did not desire to withdraw the same from the business industry out of which it had been earned.

In order, however, to obtain the necessary authority for continuing the property of her said wards in such investment, she did, as this defendant is informed and believes, in connection with Edwin Hoyt, petition to the general assembly, at its January session, A. D. 1863, as set forth in Exhibit A annexed to the complainant's bill of complaint. And then afterwards the resolution, marked Exhibit B, and attached to the complainant's bill, was by the general assembly duly passed on the 9th day of March, A. D. 1863. Said petition was not, as this defendant is informed and believes, caused to be prepared and presented to the said Mary Sprague by the said Amasa Sprague or William Sprague, nor was she influenced to sign the same by them; but the said Mary Sprague

did execute the same, as this defendant is informed and believes, because it was advised by her said son, Byron Sprague, and by the said Edwin Hoyt, and because her judgment concurred therein.

And this defendant, further answering, says, upon information and belief, that after the passage of the resolution by the general assembly, the said Mary Sprague renewed, through her counsel, her efforts to procure an agreement of reference with the said Amasa Sprague and William Sprague, and with the other parties interested in the estate of
140 Amasa Sprague and William Sprague, senior, deceased; but the matter requiring long and protracted negotiation as to details, was not finally settled until about the 1st day of April, 1865, when the agreement marked Exhibit C and attached to the complainant's bill of complaint was finally executed by all the parties having any interest in the estate.

And this defendant is informed and believes that said agreement, marked C, was not prepared by the attorney at law of the said Amasa Sprague and William Sprague, and by them presented to the said Mary Sprague to sign, but was prepared by Benjamin F. Thurston, the attorney of the said Mary Sprague, and by John A. Gardner, the attorney of the said Amasa Sprague and William Sprague.

This defendant is informed and believes that the said Mary Sprague well understood the contents and purport of said agreement at the time that she signed the same, and approved thereof and executed the same at the city of New York, at the same time that the same was signed by Edwin Hoyt, and on the occasion when she was visiting at his house.

Neither the said Amasa Sprague nor the said William Sprague, as this defendant is informed and believes, were present at the time or had anything whatever to do with influencing her to sign the same.

Moreover, this defendant is informed and believes that in view of the fact that from the time of the decease of the said Amasa Sprague, in the year 1843, the share which his widow and children were entitled to in his estate had been used and employed as capital in the business of the firm, and in view of the fact that the estate of William Sprague had also, since his decease in 1856, been in like manner employed to the great advantage of the estate, the way proposed by the agreement marked Exhibit C, was, in the opinion of the said Mary Sprague, the only practical and effectual way of ascertaining, without prejudice to
141 the estate, the extent and value of the interest to which she was entitled, individually and in her representative capacities, in the said property under the management of the firm of A. & W. Sprague.

And this defendant is informed and believes that the said Benjamin F. Thurston and the said John A. Gardner, the referees named in said agreement marked Exhibit C, were respectively the counsel of the said Mary Sprague and of the said Amasa and William Sprague. And this defendant is informed and believes that the said Thurston had not, up to that time, acted in any matter or thing as the attorney, solicitor, or counsel of the said Amasa and William, nor had the said Gardner, up to that time, ever acted as the attorney, solicitor, or counsel of the said Mary Sprague. The said Thurston had acted as counsel of said Mary's son, Byron Sprague, in the controversy with the said Amasa and William, and in various other business matters after the connection of the said Byron with said firm ceased.

She is further informed that said referees entered upon their duties immediately after their appointment, and were engaged until the first of July following in the performance of the labor required of them and

made their report to the parties on the said first day of July, as set forth in Exhibits D and E, annexed to the complainants' bill.

And this defendant further submits that the said resolution of the general assembly, marked Exhibit B, and the said agreement of reference, marked Exhibit C, and the said reports, marked Exhibits D and E, are conclusive and binding upon the said complainants.

And this defendant, further answering, says she is informed and believes that after the coming in of the said reports of said referees the said Mary Sprague did, on the 19th day of July, 1865, file the petition as guardian of the said complainant, and the other children of the said Susan Hoyt, deceased, before the probate court of the town of
142 Wrawick, which is marked Exhibit F, attached to the complainant's bill of complainant, wherein she prayed that the said court would approve the bond of herself and Edwin Hoyt, as principals, and Byron Sprague and William Sprague, as sureties, by her tendered in compliance with the resolution of the general assembly, authorizing her to make conveyance, in her capacity as guardian, of all the right, title, and interest of the complainant, and the other minor children of Susan Hoyt, in and to all the estate and property held, owned, and managed by the firm of A. & W. Sprague, a copy of which said bond is annexed to the complainant's bill, marked Exhibit I, and also praying that said court, under the general power reposed in them by law, would authorize her to sell the said property of her said wards for the purpose of making a more advantageous investment thereof. And this defendant is informed and believes that the said Mary Sprague was not ignorant of the character or purpose of said petition, but, on the contrary, that she well understood that it was a proper and necessary step to enable her to fully execute the authority contained in the resolution of the general assembly, empowering her to invest the estate of her wards in the stock of A. & W. Sprague Manufacturing Company and the Quidnick Company.

And the said court of probate afterward acted upon said petition, and on the 5th day of August, 1865, did pass the decree set forth in Exhibit G, and annexed to the complainant's bill of complaint. And afterwards on the 9th day of August, 1865, the said Mary Sprague did make the deed of conveyance in pursuance to the hereinbefore cited authority, which is set forth in Exhibit K, attached to the complainants' bill of complaint, as this defendant is informed and believes, of her own voluntary act and without any inducement from Amasa and William Sprague.

And this defendant further says that she is informed and be-
143 lieves, that on the 11th day of August, 1866, said Mary Sprague, exhibited under oath to the appraisers appointed by the court of probate of the town of Warwick, an inventory of all the real and personal estate of the complainant, and the same was on said day duly returned to said court and by said court received on the 13th day of August, 1866; said inventory comprehended not only the number of shares of the capital stock of the A. & W. Sprague Manufacturing Co., and Quidnick Co., which represented the value of complainant's interests in properties of said corporation and the cash dividends due from the A. & W. Sprague Co., but also 122 shares of the National Bank of Commerce; 1 U. S. 6 per cent. bond, and 2 bonds of the N. Y., Prov. & Boston R. R., which this defendant is informed and believes the said Mary Sprague, before the making of said agreement, marked Exhibit C, had purchased with moneys drawn by her from time to time, as guardian, from the firm of A. & W. Sprague.

And this defendant, further answering, says, that the said complainant, has, before the filing of the bill of complaint in this case, been of full age for more than seven years; that he has, as he is informed and believes, ratified, approved, and confirmed by his words and conduct, all and singular the acts and doings of the said Mary Sprague, as guardian; that he has recognized the propriety of the investment for his benefit in the said A. &. W. Sprague Manufacturing Company and Quidnick Company, and that he has sold his shares in the Quidnick Company, and received the payment therefor; and has, from time to time, drawn money from the A. & W. Sprague Manufacturing Company on account of his interest as a stockholder, and participated in the management of said corporation, by being present or being represented at its stockholders' meetings, as she is informed and believes.

And this defendant is informed and believes, that in any of the
144 matters and things done or omitted to be done, as set forth in said bill of complaint by the said Mary Sprague, she did not act under the direction and dictation of the said Amasa & William Sprague, and their attorneys, or otherwise, than according to advice of her son, Byron Sprague, and Edwin Hoyt, the father of the complainant, and in accordance with her own judgment.

Moreover, this defendant is informed and believes that for a considerable period before said Mary Sprague's said son, Byron Sprague, retired from the firm of A. & W. Sprague, she and her said son were not on friendly personal relations with the said Amasa and William Sprague, and after the retirement of the said Byron from the firm and during all the period that the said Mary was endeavoring to have the interest which she individually and as guardian had in the property under the control of the said firm of A. &. W. Sprague ascertained, and during the whole period that negotiations were going on for ascertaining the same, and during the whole period that the business was proceeding before the referees, the said Mary Sprague was in antagonistic and adversary relations towards the said Amasa and William.

An this defendant denies that in pursuance of any plan or scheme or otherwise, the said Byron, Amasa, and William Sprague, or either of them, induced or persuaded this defendant, as administratrix of the said Amasa Sprague, deceased, or in any other capacity, to remain wholly passive, as she had done during the life of William Sprague the elder, or otherwise, or to leave the whole property and assets, and the management and control thereof, and the business entirely in their hands and at their will.

And this defendant denies that the said Amasa Sprague and William Sprague, or either of them, had, during the time from the death of William Sprague, in the year 1856, to the year 1865, advanced and paid
out to her very large sums of money from the said property
145 and assets, and from the business carried on by means thereof, but admits that she received small sums from time to time for personal family expenses, which were charged to her on the books, and which were duly charged against her and duly accounted for by her at the time her interest was fixed by the referees aforesaid.

And this defendant denies the truth and correctness of each and every one of the covert insinuations that fraud has been in some way committed by her towards the complainants, or that she has been a party to any scheme to injure or prejudice the complainant in his estate. Such insinuations, in said bill contained, she is unable otherwise than thus generally to deny in the absence of any specific charge admitting of a more particular denial.

And this defendant submits that the complainant has not on his bill shown any case in equity, or case entitling him to proceed against her in this honorable court.

And this defendant denies all and all manner of unlawful combination and confederacy, wherewith she is by said bill charged, without this, that there is any other matter, cause, or thing in the said complainants' said bill of complaint contained, material or necessary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is true to the knowledge or belief of this defendant; all which matter and things this defendant is ready and willing to aver, maintain, and prove, as this honorable court shall direct, and humbly prays to be hence dismissed with her reasonable costs and charges in this behalf most wrongfully sustained.

FANNY SPRAGUE.

BENJ. F. THURSTON,
CHARLES HART,
JAMES TILLINGHAST,
JOHN A. GARDNER,
Defendant's Solicitors.

146 UNITED STATES OF AMERICA,
District of Rhode Island, Providence, sc.:

In the city of Providence, in said district, on this 12th day of May, A. D. 1876, before me, a commissioner duly appointed by the circuit court of the United States, within and for the first circuit, to take testimony and depositions, personally appeared Fanny Sprague, subscriber to the foregoing answer, and made oath that the statements made therein as of her own knowledge are true, and those made therein as of her information and belief she verily believes to be true.

Witness my hand and seal, at said Providence, in said district, the day and year aforesaid.

[SEAL.] JOSEPH S. PITMAN,
Commissioner of the U. S. Circuit Court in and for said District.

Answer of A. & W. Sprague Man'f'g Co.—Filed May 15, 1876.

Circuit court of the United States, November term, A. D. 1865. In equity.

RHODE ISLAND DISTRICT, *sc.:*

WILLIAM S. HOYT
vs.
AMASA SPRAGUE AND OTHERS.

The answer of The A. & W. Sprague Manufacturing Company to
147 the bill of complaint of William S. Hoyt against Amasa Sprague and others.

The defendant, saving and reserving unto itself all benefit and advantage of exception to the many errors, inconsistencies, and insufficiencies in said bill of complaint contained, for answer thereunto, or to so much and part such thereof as it is advised is material and necessary for it to make answer unto, answering, says:

That the said defendants William Sprague and Amasa Sprague, and

the said defendants Fanny Sprague and Mary Sprague, in their individual capacities and severally as administratrix of the estates of Amasa Sprague, deceased, and William Sprague, deceased, and the said children of the said Susan Hoyt, deceased, in said bill named, namely, Sarah Hoyt, said complainant, William S. Hoyt, Susan S. Hoyt, and Edwin Hoyt, jr., then represented and acting by said Mary Sprague, the guardian of their estate, as shown in the complainants' bill, previously to and on the 9th day of August, 1865, were seized in fee simple, and were in the actual possession, free of all incumbrances whatsoever, of all the estates and property conveyed and purporting to have been conveyed to this defendant by their deed, bearing date on said 9th day of August, 1865, a copy of which, marked Exhibit K, is annexed to and made a part of the complainants' bill, and claimed to be, and this defendant avers were, competent, and in their respective representative capacities, as administratrix and guardian as aforesaid, fully authorized and empowered to sell and convey all said estate and property in fee simple, free from all incumbrances as aforesaid.

This defendant believing that the aforesaid parties, grantors in said deed, were so seized and entitled to all said estate and property, and that the same were in fact free from all incumbrances on said 9th
148 day of August, 1865, agreed with the said parties for the absolute purchase of the fee simple and inheritance thereof; whereupon said parties, by their deed aforesaid, for the consideration of one dollar, and the covenants and agreements contained in the agreement of the first of April, 1865, referred to in said deed, and ten thousand shares of the capital stock of this defendant corporation, issued, paid, and delivered to said parties, grantors under said agreement, bargained, sold, released, and confirmed unto this defendant all said estates and property, to hold to the use of this defendant and its assigns forever.

And this defendant avers that the said consideration in said deed mentioned was actually paid to said parties, grantors herein, at the time said deed bears date. And this defendant doth also aver that at and before the respective times of the execution and delivery to this defendant of said deed and the payment of said purchase money therefor, as aforesaid, this defendant had no notice whatsoever of the claims or pretended rights or equities now set up by said plaintiffs in said bill, or of any or either of them. And this defendant insists that it is a bona fide purchaser of the said estates and property for a good and valuable consideration, and without notice of the claims or pretended rights or equities now set up by said plaintiff in such bill of complaint, or of any or either of them. And relying upon such purchase, and before notice of any such rights and equities as are asserted by said bill, this defendant, being a manufacturing corporation, did carry on extensively the business of manufacturing and purchasing from other manufacturers cotton goods, and all the necessary supplies for its mills and print works, and converted the goods so manufactured by it, and purchased by others, into calicoes, and was otherwise largely engaged in other business incidental to and connected with said business. And this defendant avers that in the course of the prosecution of its business, and for conducting the same, it became necessary to contract, and it
149 did contract, a large indebtedness for the purchase of supplies, materials, and machinery for the various mills and print works, and for moneys loaned to it for the purchase of such materials, for the payment of wages and other necessary and incidental purchases; and that this defendant did, during said time, purchase and acquire large additions of real, personal, and mixed property for the purposes of its

said business, and in enlargement of and extension of the same; and all of which property and estate passed for the benefit of creditors under the deeds of trust and assignment hereinafter referred to.

And this defendant avers that the amount of said indebtedness, so as aforesaid contracted for the purposes aforesaid, amounted at the time of the conveyance for the benefit of creditors hereinafter mentioned, to a very large sum of money, to wit, the sum of millions of dollars, and that all of said indebtedness was contracted in good faith in the ordinary course of business with the several parties holding such indebtedness as creditors of this defendant, before any notice to this defendant, or any assertion of right or claim on the part of the complainant of any such pretended equities as are set forth in said bill.

And this defendant further avers that the complainant, as a stockholder in the defendant corporation, is, by virtue of the statutes of the State of Rhode Island, no return having been made, either by the corporation, its officers, or the complainant, as required by said statutes to exempt the stockholders from individual liability, individually liable for all the debts of the corporation, and all the estate and property of said complainant is liable to be taken on attachment for the debts of this defendant corporation, and is holden to pay the same.

And this defendant submits that if the complainant has any
150 such rights and equities as he has set up in his said bill, the same are subordinate to the superior rights and equities of the creditors of this corporation.

And this defendant admits that the general assembly of the State of Rhode Island, in May, 1862, granted a charter for the A. & W. Sprague Manufacturing Company, and that said company was organized under said charter in the year 1865, and the said William Sprague was elected president and the said Amasa Sprague was elected treasurer thereof, but denies that the said defendants, Amasa Sprague, William Sprague, Fanny Sprague, and Mary Sprague were then, or at any time since have been, the only stockholders of this corporation, and avers that there always have been, and now are, other stockholders in said company besides said four above-named defendants, who are not made parties in said bill. And further avers that at no time prior to the filing of her said bill did said complainant, or any one in her behalf, apply to this defendant, or to any of its officers, to institute any proceedings for any of the matters complained of in said bill.

And this defendant denies that the said Amasa and William Sprague had absolute control and management of the property and business of the corporation from the said organization until on or about the first day of December, 1873, or that during said time they recklessly squandered its assets in wild and foolish speculation, and converting the property to their own use, or misapplied the same for purposes not allowed by the charter to the extent of nearly $4,000,000 in the course of eight years or to any other extent.

And this defendant admits that in consequence of the financial disasters of the country in the fall of 1873 said firm of Hoyt, Sprague & Co. and this defendant became embarrassed, and said Hoyt, Sprague
& Co. suspended payment in New York, whereby this defendant
151 was also compelled to suspend payment, and afterwards did, on the first day of December, 1873, execute and deliver to Zechariah Chafee a trust deed of all its property, bearing date the first day of November, 1873, in trust and mortgage, to secure such of its creditors as should, within nine months from the date of said deed, bring in and surrender and discharge, or agree to extend the time for the payment

of their respective debts, and accept therefor the notes of this defendant, bearing even date therewith, and payable three years from January 1st, 1874, with interest thereafter, payable semi-annually, at the rate of seven and three-tenths per centum per annum, till the principal sum was paid, in which mortgage deed the said Amasa and William, individually and as copartners, and the said Mary Sprague and Fanny Sprague did also join, they all being stockholders in this defendant corporation, and as such individually liable for all its debts, and the said Amasa and William, as copartners, being also endorsers upon the great mass of the outstanding liabilities of this defendant: and also did thereafterwards, on the sixth day of April, 1874, execute and deliver to said Chafee a general assignment of all its property:

First. For the payment in full, if the assigned property proved sufficient, otherwise ratably, of all the claims of its creditors which had then been, or should thereafter, within said nine months be, brought in under said trust mortgage and extended for the term of time provided therein, and the notes secured thereby as aforesaid.

Secondly. The residue to apply in full, if sufficient, otherwise ratably, in payment of all other creditors of this defendant; and which deed of assignment did also provide, among other things, that said Chafee might allow this defendant to run its mills and print works if he deemed it for the best interest of creditors so to do. Under which pro-
152 vision, there having been no default under the mortgage, this defendant has remained in possession of its mills and print works, carrying on the business thereof and applying the profits of the same to the payment of the interest under the mortgage.

This defendant avers that within the said nine months creditors representing to the amount of $8,717,450, being all but two of the creditors of the corporation, did come in under said trust mortgage and assent to its terms, and accept the extension mortgage notes thereunder, and thereupon did either surrender and discharge, or agree to extend the time of payment of their original debts accordingly.

And this defendant avers that the said complainant became of full age on the first day of January, 1868, and that from that time to the time of the filing of this bill, to wit, for the period of upwards of seven years, he was fully cognizant of all that had been done by the said Mary Sprague, his guardian, in the way of investing the interest which he had in the estate of William Sprague, deceased, in the stock of the corporations known as the A. & W. Sprague Manufacturing Company, and Quidnick Company, and acquiesced in and approved of the same, and attended the meetings of said corporations at different times, and participated in their action and asked for and received from time to time statements of account of their affairs, and drew moneys on account of his interest therein, and has made sale to a bona fide purchaser for value of all his stock in said Quidnick Company, and has received the consideration therefor; and has from time to time made examination of the books of this defendant corporation in the exercise of his rights as a stockholder, the same having been open and accessible to him as such stockholder at all times; and that never until on or about the 28th day of April, 1875, did this defendant, or any of its officers, have any notice from
153 the complainant, or from any other source, of any of the pretended rights or equities set up in complainants' said bill.

And the defendant avers that more than six years had elapsed after said first day of January, 1868, before the filing of complainants' said bill.

And this defendant, further answering, says, that as to all other matters set forth in the complainants' said bill of complaint this defendant has no knowledge whatsoever, and has no information as to the same save by the complainants' bill of complaint, and leaves the complainants to prove the same as they may be advised.

And this defendant claims the benefit of each and all matters aforesaid in the same manner and to the same extent as if it had pleaded the same and each of them in bar to said bill, or to so much thereof as the same respectively would cover, and as if it had demurred to said bill.

And the defendant denies all and all manner of unlawful combination and confederacy whereby it is by said bill charged, without this, that there is any other matter, cause, or thing in the said complainants' said bill of complaint contained, material or necessary for the defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed and avoided or denied, is true to the knowledge or belief of this defendant; all which matters and things this defendant is ready and willing to aver, maintain, and prove, as this honorable court shall direct; and humbly prays to be hence dismissed, with its reasonable costs and charges in this behalf most wrongfully sustained.

A & W. SPRAGUE MAN'F'G CO.,
By AMASA SPRAGUE, *Treasurer.*
BENJ. F. THURSTON,
CHARLES HART,
JAMES TILLINGHAST,
JOHN A. GARDNER,
Defendant's Solicitors.

154 UNITED STATES OF AMERICA,
District of Rhode Island, Providence, sc.:

In the city of Providence, in said district, on the twelfth day of May, A. D. 1876, before me, a commissioner duly appointed by the circuit court of the United States within and for the first circuit, to take testimony and depositions, personally appeared Amasa Sprague, treasurer of the A. & W. Sprague Manufacturing Company, subscriber to the foregoing answer on behalf of said corporation, and made oath that the statements made therein upon knowledge are true, and those made therein upon information and belief the affiant verily believes to be true; and that the plea embodied therein is not interposed for delay, and is true in point of fact.

Witness my hand and seal, at said Providence, in said district, the day and year aforesaid.

JOSEPH S. PITMAN,
Commissioner of the United States Circuit Court in and for the District of Rhode Island.

This is to certify that, in our opinion, the plea embodied in the foregoing answer is well founded in point of law.

BENJ. F. THURSTON,
CHARLES HART,
JAMES TILLINGHAST,
JOHN A. GARDNER,
Counsel for Defendant.

Answer of Zechariah Chaffee.—Filed May 15, 1875.

155 Circuit court of the United States, November term, A. D. 1875, in equity

RHODE ISLAND DISTRICT, *sc.*:

WILLIAM S. HOYT
vs.
AMASA SPRAGUE AND OTHERS.

The answer of Zechariah Chaffee to the bill of complaint of William S. Hoyt against Amasa Sprague and others.

This defendant, saving and reserving unto himself all benefit and advantage of exception to the many errors, inconsistencies, and insufficiencies in said bill of complaint contained, for answer thereunto, or to so much and such parts thereof as he is advised is material and necessary for him to make answer unto, answering, says:

That he admits that in consequence of the financial disasters of the country in the fall of 1873, said firm of Hoyt, Sprague & Co. and the said A. & W. Sprague Manufacturing Company became embarrassed, and said Hoyt, Sprague & Co. suspended payment in New York, whereby the said A. & W. Sprague Manufacturing Company was also compelled to suspend payment, and afterward did, on the first day of December, 1873, execute and deliver to this defendant a true deed of all its property, bearing date on the first day of November, 1873, intrusted and mortgaged to secure such of its creditors as should, within nine months from the date of said deed, bring and surrender and
156 discharge, or agree to extend the time for the payment of their respective debts and accept therefor the notes of the said A. & W. Sprague Manufacturing Company, bearing even date therewith, and payable three years from January 1st, 1874, with interest thereafter, payable semi-annually, at the rate of seven and three-tenths per centum per annum, till the principal sum was paid, in which mortgage deed the said Amasa and William, individually and as copartners, and the said Mary Sprague and Fanny Sprague did also join, they all being stockholders in said A. & W. Sprague Manufacturing Company, and as such individually liable for all the debts, and the said Amasa and William being also endorsers upon the great mass of the outstanding liabilities of said A. & W. Sprague Manufacturing Company; and said A. & W. Sprague Manufacturing Company also did thereafterwards and on the 6th day of April, 1874, execute and deliver to this defendant a general assignment of all its property for the payment in full if the assigned property proved sufficient, otherwise ratably, of all the claims of its creditors which had then been or should thereafter, within said nine months, be brought in under said trust mortgage and extended for the term of time provided therein, and the notes secured thereby, as aforesaid.

Secondly. The residue to apply in full, if sufficient, otherwise ratably, in payment of all the other creditors of said A. & W. Sprague Manufacturing Company, and which deed of assignment did also provide among other things that the defendant might allow said A. & W. Sprague Manufacturing Company to run its mills and print works, if this defendant deemed it for the best interest of creditors so to do, under which provisions, there having been no default under the mortgage, said A. & W. Sprague Manufacturing Company has remained in pos-

session of its mills and print works, carrying on the business thereof and applying the profits of the same to the payment of the interest under the mortgage.

157 This defendant avers that within the said nine months creditors representing debts to the amount of $8,717,450, being all but two of the creditors of said corporation, did come in under said trust mortgage, and assent to its terms, and accept the extension mortgage notes thereunder, and thereupon did either surrender and discharge or agree to extend the time of payment of their original debts accordingly.

And this defendant avers that at and before the execution and delivery to this defendant of said trust mortgage deed, or ever until long after said first day of August, 1874, this defendant had not, nor, as he believes and avers, did any one of the said creditors, so coming in under said mortgage deed, have any notice whatsoever of the claim or pretended rights and equities of the said complainant, now set up in his said bill. And this defendant insists that said creditors, so coming in under said trust mortgage deed, and assenting to its terms as aforesaid, and he, as their trustee thereunder, are and is bona fide purchasers of all of said estates and properties conveyed thereby, for a good and valuable consideration, and without notice of the claims or pretended rights and equities of the complainant aforesaid.

And this defendant avers, on information and belief, that the said complainant became of full age on the 1st day of January, 1868, and that from that time to the time of the filing of this bill, to wit, for the period of upwards of seven years, he was fully cognizant of all that had been done by the said Mary Sprague, his guardian, in the way of investing the interest which she had in the estate of William Sprague, deceased, in the stock of the corporations known as the A. & W. Sprague Manufacturing Company and Quidnick Company, and acquiesced in and approved of the same, and attended the meetings of said corporations at different times and participated in their action and asked for and received from time to time statements of ac-

158 count of their affairs, and drew moneys on account of his interest therein, and from time to time made examinations of their books in the exercise of his rights as a stockholder. And this defendant, of his own knowledge, avers that after this defendant received said trust mortgage as aforesaid, the said complainant attended the meetings of said corporations and made examination of their books, from time to time, in the exercise of his rights as a stockholder, the same having been open and accessible to him as such stockholder at all times, and he had made sale to a bona fide purchaser for value of all his stock in said Quidnick Company, and had received the consideration therefor; and that never until on or about the 28th day of April, 1875, did this defendant have any notice from the complainant or from any other source of any of the pretended rights or equities set up in the complainants' said bill.

And this defendant avers that more than six years had elapsed after said 1st day of January, 1868, before the filing of complainants' said bill.

And this defendant claims the benefit of each and all the matters aforesaid, in the same manner and to the same extent as if he had pleaded the same and each of them in bar to said bill, or to so much thereof as the same respectively would cover, and as if he had demurred to said bill.

And this defendant, further answering, denies that he ever declined

to furnish said complainant with any information, or means of information, within his knowledge, power, or custody; but, on the contrary thereof, avers that, to the knowledge of this defendant, after he took the trust aforesaid, the said complainant had full access to the corporation books and papers to examine and take abstracts from the same by himself and counsel, as fully as he saw fit.

And this defendant, further answering, says that as to all other matters set forth in the complainants' said bill of complaint, this de-
159 fendant has no knowledge whatever, and had no information as to the same save by the complainants' bill of complaint, and leaves the complainant to prove the same as he may be advised.

As to the several interrogatories propounded to this defendant, being Nos. 19 and 20, this defendant says that the same are hereinbefore fully answered.

And this defendant denies all and all manner of unlawful combinations and confederacy wherewith he is by said bill charged; without this, that there is any other matter, cause or thing in the said complainants' said bill of complaint contained, material or necessary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed and avoided, or denied, is true to the knowledge or belief of this defendant; all which matters and things this defendant is ready and willing to aver, maintain and prove, as this honorable court shall direct, and humbly prays to be hence dismissed, with his reasonable costs and charges in this behalf most wrongfully sustained.

ZECHARIAH CHAFEE.

BENJ. F. THURSTON,
CHARLES HART,
JAMES TILLINGHAST,
JOHN A. GARDNER,
Defendant's Solicitors.

UNITED STATES OF AMERICA,
District of Rhode Island, Providence, sc:

In the city of Providence, on this twelfth day of May, A. D. 1876, before me, a commissioner duly appointed by the circuit court of the United States, within and for the first circuit, to take testimony and depositions, personally appeared Zechariah Chafee, subscriber to the foregoing answer, and made oath that the statements made therein as of his own knowledge are true, and those made therein on information and belief he verily believes to be true, and that the plea em-
160 bodied therein is not interposed for delay, and is true in point of fact.

Witness my hand and seal, at said Providence and said district, the day and year aforesaid.

JOSEPH S. PITMAN,
Commissioner of the Circuit Court of the United States in and for said District.

This is to certify that in our opinion the plea embodied in the foregoing answer is well founded in point of law.

BENJ. F. THURSTON,
CHARLES HART,
JAMES TILLINGHAST,
JOHN A. GARDNER,
Defendant's Solicitors.

161 *Replication of William S. Hoyt to the answer of Amasa Sprague.—Filed August 25, 1876.*

United States circuit court. In equity.

DISTRICT OF RHODE ISLAND, *sc:*

WILLIAM S. HOYT
vs.
AMASA SPRAGUE AND OTHERS.

This repliant, saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto, saith that he will aver and prove his said bill to be true, certain, and sufficient in the law to be answered unto, and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant; without this that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver and prove as this honorable court shall direct, and humbly prays as in and by his said bill he hath already prayed.

By NATHAN F. DIXON, JR.,
Solicitor for Complainant.

GEO. F. COMSTOCK,
WM. ALLEN BUTLER,
C. S. BRADLEY,
Of Counsel.

162 *Replication of William S. Hoyt to the answer of William Sprague individually, and as guardian of William S. Hoyt.—Filed August 25, 1876.*

United States circuit court. In equity.

DISTRICT OF RHODE ISLAND, *sc:*

WILLIAM S. HOYT
vs.
AMASA SPRAGUE AND OTHERS.

This repliant, saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto, saith that he will aver and prove his said bill to be true, certain, and sufficient in the law to be answered unto; and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant; without this, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver and prove as this honorable court shall direct, and humbly prays as in and by his said bill he hath already prayed.

By N. F. DIXON, JR.,
Solicitor for Complainant.

GEO. F. COMSTOCK,
WM. ALLEN BUTLER,
C. S. BRADLEY,
Of Counsel.

163 *Replication of William S. Hoyt to the answer of Mary Sprague individually, and as administratrix of William Sprague, deceased, and as guardian of William S. Hoyt.—Filed August* 25, 1876.

United States circuit court In equity.

DISTRICT OF RHODE ISLAND, *sc:*

WILLIAM S. HOYT
vs.
AMASA SPRAGUE AND OTHERS.

This repliant, saving and reserving unto himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer for replication thereunto, saith that he will aver and prove his said bill to be true, certain, and sufficient in the law to be answered unto; and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant; without this, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver and prove as this honorable court shall direct, and humbly prays as in and by his said bill he hath already prayed.

By N. F. DIXON, JR.,
Solicitor for Complainant.

GEO. F. COMSTOCK,
WM. ALLEN BUTLER,
C. S. BRADLEY,
Of Counsel.

164 *Replication of William S. Hoyt to the answer of Fanny Sprague individually, and as administratrix of Amasa Sprague, deceased.—Filed August* 25, 1876.

United States circuit court. In equity.

DISTRICT OF RHODE ISLAND, *sc:*

WILLIAM S. HOYT
vs.
AMASA SPRAGUE AND OTHERS.

This repliant, saving and reserving unto himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto, saith that he will aver and prove his said bill to be true, certain, and sufficient in the law to be answered unto; and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant; without this, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver and prove as this honorable court

shall direct, and humbly prays as in and by his said bill he hath already prayed.

By N. F. DIXON, JR.,
Solicitor for Complainant.

GEO. F. COMSTOCK,
WM. ALLEN BUTLER,
C. S. BRADLEY,
Of Counsel.

165 *The replication of William S. Hoyt to the answer of the A. & W. Sprague Manufacturing Company.—Filed August* 25, 1876.

United States circuit court. In equity.

DISTRICT OF RHODE ISLAND, *sc.:*

WILLIAM S. HOYT
vs.
AMASA SPRAGUE AND OTHERS.

This repliant, saving and reserving unto himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto saith, that he will aver and prove his said bill to be true, certain, and sufficient in the law to be answered unto, and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant; without this, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver and prove as this honorable court shall direct, and humbly prays as in and by his said bill he has already prayed.

By N. F. DIXON, JR.,
Solicitor for Complainant.

GEO. F. COMSTOCK,
WM. ALLEN BUTLER,
C. S. BRADLEY,
Of Counsel.

166 *The replication of William S. Hoyt to the answer of Zechariah Chafee.—Filed August* 25, 1876.

United States circuit court. In equity.

DISTRICT OF RHODE ISLAND, *sc.:*

WILLIAM S. HOYT
vs.
AMASA SPRAGUE AND OTHERS.

This complainant, saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto saith, that he will aver and prove his said bill to be true, certain, and sufficient in the law to be answered unto, and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant; without this,

that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed, and avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver and prove as this honorable court shall direct, and humbly prays as in and by his said bill he has already prayed.

By N. F. DIXON, JR.,
Solicitor for Complainant.

GEO. F. COMSTOCK,
WM. ALLEN BUTLER,
C. S. BRADLEY,
Of Counsel.

167 *Testimony.*

Circuit court of the United States.

RHODE ISLAND DISTRICT, *ss:*

WM. S. HOYT, COMPLAINANT,
vs.
AMASA SPRAGUE ET ALS., RESPONDENTS.

CHAS. G. FRANCKLYN ET UX., COMPLAINANTS,
vs.
AMASA SPRAGUE ET AL., RESPONDENTS.

Deposition of Sam. W. Clarke, on behalf of the complainants, taken before Samuel W. Peckham, examiner.

SAM. W. CLARKE, having been duly sworn before said examiner, testifies as follows:

(It is stipulated and agreed by and between the respective parties to the above-entitled suit that the deposition of Mary Sprague, taken under the notice hereto annexed, may be used on the hearing and in any proceedings in either of the above-entitled suits, without being formally retaken in each of the above-named cases, and with the like effect as if taken separately in each. This stipulation shall also apply to the deposition of Sam. W. Clarke and of George B. Holmes.)

168 By Mr. BUTLER:

Q. 1. What office do you hold?

A. I am probate clerk of the town of Warwick.

Q. 2. How long have you been such clerk?

A. Eleven years, I think; I was first elected in June, 1853.

Q. 3. And you served continuously until what time?

A. Four years, and up to November 26, 1857; it was almost five years.

Q. 4. And you were again elected in 1866?

A. I was again elected in 1866, on the first Monday in June; I have held the office since continuously.

Q. 5. And in the interval while you were not clerk, who was clerk?

A. Mr. Caleb R. Hill, of our town.

Q. 6. As such clerk, have you kept the records of, and the papers filed in, the probate court?

A. Yes, sir; they have been in my custody—all of them.

Q. 7. And have you here present the records of the court with you?

A. I have those that were named in the writ; I think I have them all; I have tried to have them all, at any rate.

Q. 8. And also all the papers filed in proceedings relating to the administration of the estate of William Sprague and the guardianship of the children of Edwin Hoyt?

A. Yes, sir; as named in the summons that was left at my house yesterday.

Q. 9. Now, will you produce the record relating to the administration of the estate of William Sprague?

A. The narrative record is what you mean, is it?

Q. 10. Yes, sir.

A. I have here the record of December 8, 1856.

Q. 11. Is that the first entry relating to the estate of Wm. Sprague that you find?

169 A. The first record that I find is the order appointing Mary Sprague administratrix; it says that "Mary Sprague be and she is hereby appointed."

Q. 12. The first record is that appointing Mary Sprague administratrix?

A. Yes, sir; the 8th of December, 1856.

Q. 13. In what book and on what page is that?

A. That is on page 304 of what was then the current book; it is not numbered.

Q. 14. The book of probate proceeding?

A. Yes, sir.

Mr. BUTLER. Here are the originals; I propose to have copies of these.

Mr. THURSTON. I consent.

It is agreed that certified copies of these records, to be marked 1, may be annexed to the deposition with like effect as if transcribed in the deposition from the original.

Q. 15. By that order John H. Clarke, George B. Holmes, and Orray Taft were appointed appraisers to appraise the estate of William Sprague; is that so?

A. Yes, sir; "John H. Clarke, of Warwick, George B. Holmes, and Orray Taft, of Providence, appraisers, to appraise the estate of the said William Sprague, deceased."

Q. 16. Which of those gentlemen is now living, if either?

A. Mr. Holmes is alone living.

Q. 17. You, of course, are familiar with the ordinary course of procedure in a probate court?

A. Yes, sir; I think so—in our town.

Q. 18. According to the ordinary course of proceedings, in what way would the appraisers be notified of their appointment?

A. By sending to them of the warrant.

170 Q. 19. Have you any present recollection whether or not either of these appraisers were notified of their appointment?

A. I have none; but I don't doubt of it.

Q. 20. You have no present recollection?

A. No, sir; it is a good while ago; I could not say.

Q. 21. In the ordinary course of proceedings, how soon would the warrant be returned, or the inventory of the appraisement of the estate be filed?

A. Within three months is the ordinary rule—in fact that is statute law.

Q. 22. State whether any record of appraisement or any inventory was ever filed.

A. No, sir; I don't think it was—I will word that differently; I am unable to find anything that represents it.

Q. 23. After searching in your office?

A. Yes, sir.

Q. 24. And have you any recollection that any record of appraisal, or any inventory, was ever filed in this estate?

A. No, sir; no recollection.

Q. 25. The bond required by the order was filed, was it not?

A. Yes, sir.

Q. 26. When was that bond filed?

A. The bond was filed in the usual course; I don't know that I could say when exactly.

Q. 27. When, according to the record, were the letters of administration issued to Mrs. Sprague?

A. It is on page 3; that letter was issued on the 8th day of December, 1856.

Q. 28. And the original letters, I suppose, delivered to Mrs. Sprague?

A. Or some person representing her.

Q. 29. Now, with the exception of the record of the order appointing Mrs. Sprague administratrix, the record of the letters administra-
171 tion, and the bond, is there anything in the record of the probate proceedings relating to the administration of this estate of William Sprague?

A. To the best of my knowledge and belief, no; I have examined the records to find out.

Q. 30. Have you searched for papers filed by Mary Sprague, administratrix?

A. Yes, sir.

Q. 31. Do you find any with the exception of the bond referred to?

A. No, sir.

Q. 32. Is there any record of any accounting ever had, or any account ever filed by Mrs. Sprague as administratrix?

A. I am unable to find anything of the kind.

Q. 33. There is not, then?

A. No, sir.

Q. 34. Is there any record of any order or decree ever made by the probate court in reference to the estate of William Sprague, deceased, except what you have now produced; I mean in reference to the administration of his estate?

A. To the best of my information, no, and I have examined carefully too; I would not go any further than that; I could not properly do so.

Q. 35. If there was any order on record or any paper filed, it would be found in the record of proceedings which you have produced here and among the papers which you have produced?

A. Yes, sir.

Q. 36. Then, as I understand you, so far as the records and the papers produced show, they being all in your office relating to this subject, there is no record of any act done by, and there is no paper filed by Mary Sprague, administratrix, except what you have testified to?

A. That is correct.

172 Q. 37. Now, please produce the record of probate proceedings relating to the guardianship of the minor children of Susan Hoyt, and state what they are.

A. The first one is December 8, 1856, page 307; the first petition is the petition of Edwin Hoyt, December 8, 1856.

(Copy annexed, to be marked 2.)

Q. 38. It is on page 307 of the book of probate proceedings?

A. Yes, sir; I have it here.

Q. 39. The next proceeding is on the 22d of December, 1856, page 309, being an order by which the court granted leave to withdraw the petition presented December 8th?

A. Yes, sir.

(Copy to be annexed, marked 3.)

Q. 40. And on the same day, as appears by the record, the same 22d of December, 1856, a petition was presented by Edwin Hoyt and Byron Sprague, praying for the appointment of Mrs. Mary Sprague as guardian?

A. Yes, sir.

Q. 41. And an order made thereon?

A. Yes, sir; and an order made thereon, continuing it with the usual notice.

(Copy to be annexed, marked 4.)

Q. 42. The next record is of February 9, 1857?

A. Yes, sir; that was the date.

Q. 43. An order reciting due notice having been given, and appointing Mrs. Mary Sprague guardian, on filing bond, with Byron Sprague and Edwin Hoyt as sureties, in $12,500; is that correct?

A. Yes, sir; it sets forth the fact that the notice was given.

Q. 44. And appointing John H. Clarke, George B. Holmes, and Orray Taft appraisers of the infant's estate; that is so, is it?

A. Yes, sir; John H. Clarke, George B. Holmes, and Orray Taft were appointed appraisers.

173 Q. 45. A like order was made in respect to each one of the four minor children of Mrs. Hoyt, was there not? There is a distinct order as to each child, if I read it right.

A. Yes, sir, they are separated; Miss Sarah appears first, Susan Hoyt, William S. Hoyt, and Edwin Hoyt, jr., follow. The orders are found on pages 318 and 319.

(Copy of these orders to be annexed, marked 5.)

Q. 46. Have you any present recollection of notifying either of the appraisers of their appointment?

A. No, sir; I have no recollection of it whatever; it is a great while ago.

Q. 47. Is there any record of appraisement or any inventory filed in the office by these appraisers, Clarke, Holmes and Taft?

A. No, sir, I think not; not under that original appointment; I think not.

Q. 48. So far as your record and the papers on file in your office show, those appraisers never acted?

A. It is so long ago that I don't want to say; I think they never acted.

Q. 49. You have made search in your office for any papers relating to this matter, and do not find any inventory filed by those appraisers?

A. I searched, and did not find any.

Q. 50. Between the dates of February 9, 1857, and September 12th, 1863, is there any record of any proceedings relating to this guardianship?

A. No, sir; September 14, 1863, is the next record, which is an order made upon the petition filed September 12, 1863, of Mary Sprague, guardian.

Q. 51. In reference to the sale of the interest of the minors in certain real estate in Providence?

A. Yes, sir; this is in the probate proceedings, page 148 of the then current book of 1863.

(Copy to be annexed, marked 6.)

174 Q. 52. Now, when is the next record of any proceeding?

A. May, 1865; the next is the "petition of Mary Sprague, guardian of the estate of Edwin Hoyt, jr.," &c.; that is an order made upon the petition of Mary Sprague, as guardian, and authorizing her to convey the estate of the infants in the Quidnick Company to the Quidnick Corporation, and also the estate of the infants in the property and effects of the firm of A. & W. Sprague to the A. & W. Sprague Manufacturing Company.

(Copy to be produced, and marked 7.)

Q. 53. Do you produce the petition on which this order was made?

A. There is no date to this; it is addressed to the court as sitting on a certain day; I could not say as to that.

Q. 54. Is this the petition on file in the clerk's office?

A. Yes, sir; that petition is on file; it belongs to my office; but it was in Mr. Hill's time (when he was clerk), and you see there is no date to the petition, and no mark of its having been filed.

Q. 55. But it is among the records of your office?

A. Oh, yes, sir.

Q. 56. Please state whether, after search made, you find in your office any record or proof of the publication of the notice in the Manufacturers' and Farmers' Journal, referred to in the order marked Exhibit 7?

A. O, no, sir, it would not be there.

Q. 57. Do you find any?

A. No, sir, I do not.

(Copy of the petition to be annexed, marked 8.)

Now a days the notices are always pasted on the backs of the petitions, but in those days it was different.

Q. 58. Will you produce the bond filed by Mrs. Sprague, pursuant to the order Exhibit 7?

175 A. This is in the guardianship matter; this is the one which I now produce; the date is August 5th, 1865; it is in Mr. Hill's handwriting.

(Copy to be annexed, marked 9.)

Q. 59. State whether or not that is the bond and the only bond filed in the office by Mrs. Sprague in pursuance of the order Exhibit 7; there is no other bond than that, is there?

A. I find no other, and I have searched carefully, and this is Mr. Hill's file mark; I have no doubt it is all right; the date of the filing is August 5th, 1865.

Q. 60. Now state what was the next proceeding, so far as the records and papers in your office show, relating to this matter of guardianship; the next paper filed appears from the file mark to have been filed June 25th, 1866.

A. I can only say that that is Mr. Hill's file mark.

Q. 61. And it is a warrant appointing John A. Gardner, Benjamin F. Thurston, and George W. Corey as appraisers of the real and personal estate of Sarah Hoyt, Susan S. Hoyt, William S. Hoyt, and Edwin Hoyt, jr., minors?

(Copy to be annexed, marked 10.)

Please state whether you find in the record of proceedings my peti-

tion or other preceding the issuing or authorizing the issuing of that warrant?

A. I do not find any petition or order; if there was a petition I will furnish a copy.

(Copy to be annexed, if furnished, marked 11.)

But I have examined the records carefully now and find no other.

Q. 62. Now, what is the next paper filed, or the next entry or proceedings?

A. The next is on the 13th day of August, 1866, and relating to the accounts of Mrs. Sprague, as guardian, the inventory of the ap-
176 praisers appointed by warrant Exhibit 10, and the resignation of Mrs. Sprague as guardian; Mrs. Sprague resigns and offers her account for settlement.

(Copies to be annexed, marked 12.)

Q. 63. You produce the original accounts presented by Mrs. Sprague as guardian?

A. Yes, sir.

Q. 64. What is the date of the accounts?

A. June 25th, 1866; they are all the same, and the order of the court on the back is the 13th day of August, 1866, the presentation of the account undoubtedly preceding the letter of resignation.

Q. 65. The resignation of Mary Sprague, to which you have referred, you produce, do you not?

A. Yes, sir; that is the instrument; that was filed in my office.

Q. 66. Is there any file mark on that to enable you to state when it was filed?

A. No, sir; it was not done in my time.

(Copy of resignation annexed, marked 13.)

The order accepting the resignation I find on page 327, under date of September 1st, 1866.

(Copy to be furnished and marked 14.)

Q. 67. Where is the petition praying for the appointment of William Sprague?

A. Here is the petition; it has a file mark, in the handwriting of Mr. Hill, August 13th, 1866; it is a petition purporting to be signed "Edwin Hoyt, by John A. Gardner, his attorney," without date.

(Copy annexed, marked 15.)

Q. 68. State whether you find accompanying the petition or on file any evidence of the appointment of Mr. Gardner as the attorney of Mr. Hoyt, for the purpose of that petition?

A. I don't think there would be anything here to that effect.

177 Q. 69. You don't find any?

A. No, sir.

Q. 70. What order was found upon that petition, and where?

A. That was on the 1st day of September, 1866.

Q. 71. You find orders on that petition appointing William Sprague guardian?

A. Yes, sir; "that said petition be and is hereby granted, and that said William Sprague be appointed," &c.

(Copies of those orders to be annexed, marked 16.)

John A. Gardner, Benjamin F. Thurston, and George W. Corey were appointed appraisers in each instance.

The return of the appraiser is found on page 317 of the record of wills, signed by "John A. Gardner, Benjamin F. Thurston, and George W. Corey, appraisers," October 1st, 1866, with certificate annexed, signed

"W. Sprague, guardian," that the same is a true inventory of all the estate that came to his knowledge.

(Copies to be furnished and annexed, marked 18.)

Q. 72. State whether or not there is any paper filed or any record of proceedings since October 1, 1866, up to the present moment relating to the guardianship of William Sprague of the children of Susan Hoyt.

A. I don't know that I could state that advisedly; you are asking me to swear to a good deal without a careful examination.

Q. 73. State what the result of your present examination is, and if you find any paper on record that can be produced. I only want to show that we have produced everything here that can be found; we want the whole record.

A. Could not you let that remain open and let me examine far-
178 ther at home? I have not found any; if I do find any I will furnish copies of the same. I find nothing further; if I do on further examination I will furnish a copy.

Q. 74. Mr. Clark, as I understand, the records now produced by you are from the proceedings of the town council of the town of Warwick exercising probate jurisdiction?

A. Yes, sir; that is, organization.

Q. 75. State the number of members composing the town council during the period of time covered by those records.

A. Five.

Q. 76. Are they elected annually?

A. Yes, sir; on the first Monday in June of each and every year by popular vote.

Q. 77. There is no restriction on that popular vote, is there—no qualification of property?

A. No, sir.

Q. How is the time of meeting regulated during the time covered by these records?

A. The regular probate meetings of our town are fixed by town ordinance on the second Monday in every month.

Q. 79. According to the regular course of proceedings how are special meetings called, or was there any way of calling a special meeting?

A. The ordinance is that it shall be called by warrant of the clerk, directed to the town sergeant, and served by him upon the members of the town council.

Q. 80. State how the meetings were convened in practice—whether the ordinance was followed or not.

A. I don't think it was in those times, sir.

Q. 81. Then state how a special meeting would be convened according to the course of practice.

A. Anybody that felt an interest would go around and get them together in those times, but they do not do so now.

Q. 82. That was very apt to be the case, was it not?
179 A. O, yes, sir; it was done in that way more than any other.

Q. 83. Have you any knowledge or means of knowledge as to whether the provisions of the ordinance were complied with in reference to any special meeting, the record of which is in your book?

A. No; I have no means of knowing how that was entered.

Cross-examination waived.

The deposition having been read over to the witness, he desires to make the following additions thereto: In further answer to 11th interrogatory, he says, I have since found, under date of November 10th,

1856, a record, a copy of which is hereto annexed, marked 19. In further answer to the 50th interrogatory, he says, Since my answer to this interrogatory I have found a record, a copy of which is hereto annexed, marked 20; since answering interrogatory 61 I have made further examination and have found a record, a copy of which is hereto annexed, marked 21. I also wish to add that since my examination I have found records, copies of which are hereto annexed, marked 22.

SAM. W. CLARKE.

Subscribed before me October 26, 1876.

SAMUEL W. PECKHAM,
Examiner.

180 *Exhibit* (1) *Clarke.*

At a court of probate, holden in and for the town of Warwick, on Monday, December 8th, A. D. 1856.

Upon consideration of the petition of Byron Sprague and Edwin Hoyt, praying that Mary Sprague, widow of William Sprague, late of Warwick, deceased, which petition was presented to the court November 10th, A. D. 1856, and then received and referred to this time with an order of notice thereon, it appearing that notice has been given as ordered by the court, no person objecting, the court decreed that said petition be granted, and that said Mary Sprague be, and she is hereby, appointed administratrix of the estate of William Sprague, deceased, and directed the clerk to give her a letter of administration accordingly under seal of this court, the said Mary Sprague first giving in the office of the clerk her bond, with sureties, in the sum of one hundred thousand (100,000) dollars, conditions to the faithful performance of the duties of administratrix as aforesaid; and the court accepted and approved of Byron Sprague, of the city and county of Providence, in the State of Rhode Island, and Edwin Hoyt, of the city, and county, and State of New York, as such securities; and the court appointed John H. Clarke, of Warwick, George B. Holmes and Orray Taft, of said city of Providence, appraisers to appraise the estate of the said William Sprague, deceased.

Exhibit (2) *Clarke.*

To the honorable court of probate of the town of Warwick at their meeting 2d Monday of December, A. D. 1856.

The undersigned would respectfully represent that his four minor children, to wit, Sarah Hoyt, Susan S. Hoyt, William S. Hoyt,
181 and Edwin Hoyt, now residents of the city, county, and State of New York, all under fourteen years of age, are, together with Byron Sprague, heirs at law of the estate of William Sprague, deceased, in right of their mother, Susan Hoyt, deceased; that said children are, as such heirs, possessed of certain estate, both real and personal, lying and being in the town of Warwick and other towns in the State of Rhode Island. Wherefore he prays that Mary Sprague, widow of William Sprague aforesaid, may be appointed guardian of the estate or estates of said minor children situate in said State. And, as in duty bound, will ever pray.

Warwick, December 8th, A. D. 1856.

EDWIN HOYT.

At a court of probate holden in and for the town of Warwick, on December 8th, A. D. 1856.

The petition of which the foregoing is a true copy, is presented to the court; whereupon said court decreed that said petition be received, and the further consideration thereof be postponed to Monday, the 9th day of February next, at one (1) o'clock, post meridian, at the council room in said Warwick; and that notice of the pending of such petition be given by publication once a week for six consecutive weeks in the Manufacturers and Farmers' Journal, published in the city of Providence; and also by serving an attested copy of such petition upon the *the* tenants in possession of any real estate of said minor children, if any there be, at least three weeks previous to the meeting of said court in February next.

Exhibit (3) *Clarke.*

At a court of probate held in and for the town of Warwick, on Monday, December 22d, A. D. 1856:

Byron Sprague appeared in open court, and, in the name and
182 on behalf of Edwin Hoyt, asked leave to withdraw the petition of said Hoyt, which was presented to the court on the 8th day of the present month of December, praying that a guardian be appointed for the real and personal estate of his four minor children. Whereupon the court decreed that he have leave to withdraw said petition.

Exhibit (4) *Clarke.*

To the hon. court of probate of the town of Warwick, at their meeting, on Monday, the 22d day of December, A. D. 1856:

The undersigned would respectfully represent that the four minor children of Edwin Hoyt, one of the undersigned, to wit: Sarah Hoyt, Susan S. Hoyt, William S. Hoyt, and Edwin Hoyt, jun., now residents of the city, county, and State of New York, all under fourteen years of age, are, together with the undersigned, Byron Sprague, heirs-at-law of the estate of the Hon. William Sprague, late of Warwick, but now deceased, in right of their mother, Susan Hoyt, deceased; that said children are, as such heirs, possessed of certain estate, both real and personal, lying and being in the town of Warwick, and other towns in the State of Rhode Island. Wherefore they pray that Mary Sprague, widow of said William Sprague, may be appointed guardian of the estate or estates of said minor children, situate in said State of Rhode Island. And as in duty bound will ever pray.

Warwick, December 22d, A. D. 1856.

EDWIN HOYT,
By BYRON SPRAGUE.
BYRON SPRAGUE.

The petition, of which the foregoing is a true copy, is presented to the court, whereupon it was decreed that said petition be received,
183 and the further consideration thereof be postponed to Monday, the 9th day of February next, at one (1) o'clock past meridian, at the council room in Warwick aforesaid, and that notice of the pending of such petition be given by publication for six successive weeks in the

Manufacturers' and Farmers' Journal, published in the city of Providence; also by serving an attested copy of such petition upon the tenants in possession of any real estate of said minor children, if any there be, at least three (3) weeks previous to the meeting of said court in February next as aforesaid, and also by posting up in some conspicuous place, in the office of the town clerk of the town of Warwick aforesaid, an attested copy of said petition, with a copy of this decree of notice thereon.

Exhibit (5) *Clarke.*

At a court of probate, holden in and for the town of Warwick, on Monday, February 9th, A. D. 1857:

Upon consideration of the petition of Edwin Hoyt, by Byron Sprague, and Byron Sprague, which was presented to the court December 22d, 1856, received and referred to this time for consideration, with an order of notice therein, which petition prays that Mary Sprague, widow of William Sprague, deceased, may be appointed guardian of the estate or estates of William S. Hoyt, a minor, it appearing that notice of the pendency thereof has been given, as ordered by this court, and no person objecting, the court decreed that the prayer of said petition be granted, and that Mary Sprague be, and she is hereby, appointed guardian of the estate and estates, both real and personal, of said William S. Hoyt, and ordered the clerk to give her a letter of guardianship under seal of this court accordingly, she, the said Mary Sprague, first filing in
the office of said clerk her bond in the sum of twelve thousand five
184 hundred (12,500) dollars, conditioned to the faithful performance
of the duties of said trust, with Byron Sprague, of the city and county of Providence, in the State of Rhode Island, and Edwin Hoyt, of the city, county, and State of New York, as sureties, and John H. Clarke, George B. Holmes, and Orray Taft be appointed appraisers.

At a court of probate, holden in and for the town of Warwick, on Monday, the 9th day of February, A. D. 1857:

Upon consideration of the petition of Edwin Hoyt, by Byron Sprague, and Byron Sprague, which was presented to the court Dec. 22d, A. D. 1856, received and referred to this term for consideration, with an order of notice thereon, which petition prays that Mary Sprague, widow of William Sprague, late of Warwick, deceased, may be appointed guardian of the estate and estates, both real and personal, of Susan S. Hoyt, a minor, it appearing that notice of the pendency thereof has been given, as ordered by the court, and no person objecting, the court decreed that the prayer of said petition be granted, and that said Mary Sprague be, and she is hereby, appointed guardian of the estate and estates, both real and personal, of the said Susan S. Hoyt, and ordered the clerk to give her a letter of guardianship under seal of this court accordingly, she, said Mary Sprague, first filing in the office of the said clerk her bond in the sum of twelve thousand five hundred (12,500) dollars, conditioned to the faithful performance of the duties of said trust, with Byron Sprague, of the city and county of Providence, in the State of Rhode Island, and Edwin Hoyt, of the city, county, and State of New York, as sureties, and John H. Clarke, George B. Holmes, and Orray Taft were appointed appraisers.

At a court of probate, holden in and for the town of Warwick, on Monday, February 9th, A. D. 1857:

185 Upon consideration of the petition of Edwin Hoyt, by Byron Sprague, and Byron Sprague, which was presented to the court December 22d, A. D. 1856, received and referred to this time for consideration, with an order of notice therein, which said petition prays that Mary Sprague, widow of William Sprague, late of Warwick, deceased, may be appointed guardian of the estate and estates, both real and personal, of Edwin Hoyt, jr., a minor, it appearing that notice of the pendency thereof has been given, as ordered by the court, and no person objecting, the court decreed that the prayer of said petition be granted, and that said Mary Sprague be, and she is hereby, appointed guardian of the estate and estates, both real and personal, of said Edwin Hoyt, jr., and ordered the clerk to give her a letter of guardianship, under the seal of this court, the said Mary Sprague first filing her bond in the office of said clerk in the sum of twelve thousand five hundred (12,500) dollars, conditioned to the faithful performance of the duties of said trust, with Byron Sprague, of the city and county of Providence, in the State of Rhode Island, and Edwin Hoyt, of the city, county, and State of New York, as sureties, and John H. Clarke, George B. Holmes, and Orray Taft be appointed appraisers.

Exhibit (6) *Clarke.*

At a court of probate, holden in and for the town of Warwick, on Monday, September 14th, A. D. 1863:

Whereas the general assembly, at its January session, A. D. 1863, authorized and empowered Mary Sprague, of Warwick, guardian of the estate of Edwin Hoyt, jr., Susan S. Hoyt, Sarah Hoyt, and William S. Hoyt, children of Susan Hoyt, deceased, to make conveyance of all the interest and estate of said minors in and to the mansion house and grounds, in the city of Providence, occupied by the family of
186 William Sprague, deceased, to Byron Sprague, but with the proviso that the said Mary Sprague should first execute and deliver to the court of probate of the town of Warwick a bond with sureties and in the penal sum to be approved by said court, conditioned for the investment, in the names and for the use of said minors, in real estate or in corporate stock of the full cash value of such interest at the time of conveyance; and whereas the said Mary Sprague, in her capacity as guardian, with Byron Sprague and Edwin Hoyt as sureties, did, on the 20th day of July, 1863, execute a bond in the penal sum of forty thousand dollars, and deliver the same to this court, which bond is fully approved by this court, and is conditioned as required by the resolution of the general assembly above referred to; and whereas it has been made to appear to this court that the interest of said Edwin Hoyt, jr., Susan S. Hoyt, Sarah Hoyt, and William S. Hoyt in said property mentioned in said resolution in the sum of twenty-six thousand two hundred and fifty dollars, as appears by two disinterested persons; and whereas the said Mary Sprague, in her capacity as guardian of said minor children, has, for the consideration of twenty-six thousand two hundred and fifty dollars, paid her by the said Byron Sprague on the 21st day of July, 1863, made conveyance of all the interest and estate of said minor children in and to said premises and property mentioned in said resolution, as authorized and empowered so to do; and whereas

the said Mary Sprague has made it appear to this court that she has invested the full sum of money by her received for said conveyance in 490 shares of the capital stock of the Bank of Commerce, in the city of Providence, in the names and for the use of said minors, which said shares of stock were, at the time of conveyance, of the full cash value of said interest by her deed conveyed: Upon consideration thereof it is ordered, adjudged, and decreed by this court that the condition of the said bond executed by the said Mary Sprague, as guardian, and
187 by Byron Sprague and Edwin Hoyt, as sureties, for the investment of the proceeds of the sale of the interest of said minor children in the premises and property mentioned in said resolution of the general assembly has been fully complied with and satisfied.

Exhibit (7) *Clarke.*

At a special court of probate, holden in and for the town of Warwick, August 5th, A. D. 1865:

The petition of Mary Sprague, guardian of the estate of Edwin Hoyt, jr., Susan S. Hoyt, Sarah Hoyt, and William S. Hoyt, minor children of Susan Sprague Hoyt, deceased, in writing, praying that she may be by this court authorized, in her capacity as guardian of said minors, to exchange the interest which said minors have in the property, assets, and effects of the firm of A. & W. Sprague and of the firm of the Quidnick Company for its equivalent value in the capital stock of the corporated companies of the A. & W. Sprague Manufacturing Company and the Quidnick Company, is presented to this court; and it appearing that said petition was filed in the office of the clerk of this court on the 18th day of July last, and that the clerk, on the application of said Mary Sprague, has given notice to all persons interested, by advertisement of such notice in the Manufacturers' and Farmers' Journal for fourteen days, once a week, and such mode of notice on said petition being satisfactory, said petition is read, and no person appearing to object, upon consideration thereof it is ordered, adjudged, and decreed that the prayer of said petition be granted, and that said Mary Sprague, as such guardian, is adjudged to have complied in all respects with the condition imposed by the general assembly by its resolution upon her petition to make conveyance of the interest of such minors, passed at the January session, A. D. 1863.

188 And it is furthermore ordered, adjudged, and decreed upon the petition of the said Mary Sprague, as guardian aforesaid, in their behalf, that she be, and she is hereby, authorized and fully empowered to make conveyance of all the estate, right, title, interest, and property which Edwin Hoyt, jr., Susan S. Hoyt, Sarah Hoyt, and William S. Hoyt, minor children of Susan (Sprague) Hoyt, deceased, have in and to the property, assets, rights, credits, and effects of the firm known as the Quidnick Company to the Quidnick Company, incorporated by the general assembly, for the sum of sixty-five thousand three hundred and fifty three $\frac{32}{100}$ dollars in the capital stock of the said incorporated Quidnick Company, and invest the same in such numbers of shares thereof as shall make the interest of said minors to the whole capital stock of the company in the same proportion as their interest before such transfer and conveyance bore to the whole property of the firm of the Quidnick Company; and it is further ordered, adjudged, and decreed that the said Mary Sprague, guardian as aforesaid of said minors, be, and she is hereby, authorized and fully empowered to make conveyance of

all the estate, right, title, interest, and property which Edwin Hoyt, jr., Susan S. Hoyt, Sarah Hoyt, and William S. Hoyt, minor children of Susan (Sprague) Hoyt, deceased, have in and to the property, assets, rights, credits, and effects of the firm of A. & W. Sprague to the A. & W. Sprague Manufacturing Company, incorporated by the general assembly, for the sum of six hundred and fifty-two thousand seven hundred and fifty-three $\frac{68}{100}$ dollars in the capital stock of the said incorporated company, and to invest the same in such number of shares thereof as shall make the interest of said minors to the whole capital stock of the company in the same proportion as their interest before their transfer and conveyance bore to the whole property of the firm of A. & W. Sprague. That said Mary Sprague give bond, and Edwin
189 Hoyt as principals, with Byron Sprague and William Sprague as sureties, in the penal sum of ten thousand dollars, with condition that the said Mary, as guardian of the said Edwin Hoyt, jr., Susan Hoyt, Sarah Hoyt, and William S. Hoyt, will invest the full amount of the full value of the interest of said minors in the firm proportion of the Quidnick Company and of A. & W. Sprague Manufacturing Company in the capital stock of the corporation chartered under these names respectively.

Exhibit (8) *Clarke.*

To the honorable the court of probate of the town of Warwick:

The petition of Mary Sprague, of Warwick, in the county of Kent, respectfully represents:

That she is, by the appointment of this honorable court, the guardian of the estates of Edwin Hoyt, jr, Susan S. Hoyt, Sarah Hoyt, and William S. Hoyt, minor children of Susan (Sprague) Hoyt, deceased.

That her said wards are largely interested in the manufacturing property belonging to the firm of A. & W. Sprague, and are also the owners of a large interest in the property of the Quidnick Company, a copartnership for manufacturing purposes, in which the firm of A. & W. Sprague are the principal owners, and are the managers.

And she further represents that, in view of the contemplated organization of two manufacturing corporations under the names of the A. & W. Sprague Manufacturing Company and the Quidnick Company, which were to hold respectively the manufacturing properties and effects which belonged to the firms above mentioned, she applied to the general assembly for leave, as the guardian of said minor children, to make, execute, and deliver to such corporations, when organized, full conveyances of the right, title, and interest of her said wards in
190 and to the properties to be transferred to such corporations; and the general assembly did, at its January session, A. D. 1863, grant her said petition, and did authorize and impower her, in her said capacity, to make, execute, and deliver to such corporations, when organized, full conveyances of all the right, title, and interest of her said wards in and to the properties to be transferred to such corporations; and the said general assembly did declare that such conveyances should be deemed and held as valid and effectual in law and in equity to vest the title of said minors in any such corporation or corporations as though the same had been executed by said minors after attain' to their majority.

But the general assembly impose the condition that, before the delivery of any such conveyance, the said Mary Sprague should execute and deliver to the court of probate of Warwick such bond or bonds,

with herself and Edwin Hoyt as principals, and with such sureties and in such penal sums as the said court should require, with condition to invest the full amount of the interest of such minors in the properties to be conveyed to such corporations in the capital stock of the said corporations in the names and for the use and benefit of said minors.

And your petitioner represents that the corporation of the A. & W. Sprague Manufacturing Company and the corporation of the Quidnick Company are now duly organized, and it becomes necessary to make conveyance of the interests of her said wards in and to the firms of A. & W. Sprague and the Quidnick Company to said corporations; and she therefore prays your honorable body to approve of the bond herewith tendered, in compliance with the resolution of the general assembly, or to make such order or direction in reference thereto as shall seem to be proper to your honors.

And whereas, also, the said Mary Sprague is advised that your honorable body have full jurisdiction over applications of
191 guardians for leave to sell the property of their wards for the purpose of making for them a more advantageous investment;

And whereas your petitioner has also been advised that it is desirable to have, in a matter of so great consequence to her wards, the authority and approval of your honorable body for any sale or change of condition of their property, in addition to the authority conferred upon her by the resolution of the general assembly before referred to;

And whereas it will be greatly for the benefit of her said wards that the interest which they have in the properties belonging to the firm of A. & W. Sprague and to the Quidnick Company should be exchanged for their values in a definite number of shares of the capital stock of corporations owning the same properties which the said firm held and managed, and thereby enable the other estate of her said wards to be unaffected by any chances which may befall the business of manufacturing goods in which this portion of their estate is invested;

And whereas all parties interested in the property of the firm of the Quidnick Company, and in the property of the firm of A. & W. Sprague, have heretofore agreed, in writing, that the value of the interest of each party in the properties of such firms, respectively, should be determined by Benj. F. Thurston and John A. Gardner, esquires, referees chosen by the parties, and said referees have fulfilled their appointment and made their report to the parties, defining the value of the interest of each in the properties of said firm, respectively;

And whereas it appears from the report of said referees that the interest of your petitioner's wards in and to the property of the firm of A. & W. Sprague amounted, on the 31st day of March, A. D. 1865, to the sum of $652,753.68, and that their interest in and to the property of the firm of the Quidnick Company amounted, on the same day, to the further sum of $65,353.23;

192 And whereas corporations under the names of the A. & W. Sprague Manufacturing Company and the Quidnick Manufacturing Company have been organized pursuant to the authority contained in charters heretofore granted by the general assembly, which corporations, it is intended, shall hold respectively the same properties, assets, and affects which have heretofore been held by the partnerships under the name of A. & W. Sprague and the Quidnick Company, and each of the parties interested in said copartnership have agreed to transfer all their right, title, and interest in the properties of such copartnership to said corporations, respectively, and to receive therefor

the equivalent value of their interests in the stock of such corporations;

Now, therefore, in view of the premises, and of the greater convenience and safety with which such property can be managed when in the form of a stock in a corporate company, and of the benefit and advantage which will otherwise accrue to her said ward's estate;

Your petitioner prays that she may be authorized and fully empowered by this honorable court to make sale of all the right, title, interest, and property of her said wards, the said Edwin Hoyt, jr., Susan S. Hoyt, Sarah Hoyt, and William S. Hoyt, minor children of Susan (Sprague) Hoyt, deceased, in and to the property, rights, credits, and effects of the firm of A. & W. Sprague, as the same was at the close of business upon the 31st day of March, A. D. 1865, with all additions thereto and increase thereof to the date of conveyance to the A. & W. Sprague Manufacturing Company, a corporation created by the general assembly of the State of Rhode Island, upon receiving from such corporation, in full satisfaction for such conveyance, the sum of $652,753.68 in the capital stock of said corporation, so that the interest of said minors in the capital stock of said corporation shall bear the same proportion to the whole capital stock of the company as their in-
193 terest in the property of the firm of A. & W. Sprague, as ascertained to have been on the 31st day of March, 1865, bore to the whole property of said firm upon said day.

And that she may, in like manner, be authorized and empowered to make sale of all the right, title, interest, and property of her said wards in and to the property, rights, credits, and effects of the firm of the Quidnick Company, as the same was at the close of business upon the 31st day of March, A. D. 1865, with all the additions thereto and increase thereof to the date of conveyance to the corporation heretofore created by the general assembly, with the name of the Quidnick Company, upon receiving from such corporation, in full satisfaction for such conveyance, the sum of $65,353.23 in the capital stock of said corporation, so that the interest of said minors in the capital stock of said corporation shall bear the same proportion to the whole capital stock of the company as their interest in the property of the firm of the Quidnick Company, as ascertained to have been on the 31st of March, 1865, bore to the whole property of said firm.

And will ever pray.

MARY SPRAGUE,
Guardian.

Exhibit (9) *Clarke.*

Know all men by these presents that we, Mary Sprague, of Warwick, in the county of Kent, and Edwin Hoyt, of the city, county, and State of New York, as principals, and Byron Sprague, of the town of Warwick and county of Kent, in the State of Rhode Island, and William Sprague, of South Kingstown, in said State, as sureties, are holden and firmly bound unto the court of probate of Warwick in the penal sum of ten thousand dollars, to the payment of which we bind ourselves,
194 our several and respective heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this fifth day of August, A. D. eighteen hundred and sixty-five.

The condition of the foregoing obligation is such that whereas the said Mary Sprague is guardian of the estate of Edwin Hoyt, jr., Susan

S. Hoyt, Sarah Hoyt, and William S. Hoyt, minor children of Susan (Sprague) Hoyt, deceased, and has applied for and obtained authority from the general assembly and from the court of probate of Warwick to make sale and conveyance of all the estate, right, title, and interest of said minors in and to the properties of the firm of the Quidnick Company and of the firm of A. & W. Sprague to the corporations of the Quidnick Company and the A. & W. Sprague Manufacturing Company, respectively:

Now, if the said Mary Sprague shall invest the amount of the full value of the interest of such minors in such firm properties in the capital stock of said incorporated companies, respectively, so that the interest of such minors shall bear the same proportion to the whole capital stock of such companies, respectively, as their interests before such sale and conveyance bore to the whole properties of such firms, respectively, then this obligation shall be void, otherwise of full force and virtue.

MARY SPRAGUE. [SEAL.]
EDWIN HOYT. [SEAL.]
BYRON SPRAGUE. [SEAL.]
WM. SPRAGUE. [SEAL.]

In presence of—
NEHEMIAH KNIGHT.
J. B. NONES.
GEO. W. CORY to signature of Byron Sprague.

195 Words "as the same was on the 31st day of March, A. D. 1865," on the first page, erased before execution; also the name of William Sprague inserted as surety, and the date changed from July 17th to August 5th, before signing.

NEHEMIAH KNIGHT, J. B. NONES, as to Edwin Hoyt.

BENJ. F. THURSTON, JOHN A. GARDNER, as to Mary Sprague, as to signature of Wm. Sprague.

[Stamp cancelled. W. Sprague, Aug. 5. 1865.]

Exhibit (10) *Clarke.*

GUARDIAN'S APPRAISER WARRANT.

THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATION,
Kent, sc.:

By the court of probate of the town of Warwick, in the county of Kent, and State aforesaid, to John A. Gardner, Benjamin F. Thurston, and George W. Cory, all of the city and county of Providence, in said State, greeting:

You are hereby appointed and empowered as three suitable persons to take an inventory of all the real and personal estate of Sarah Hoyt, Susan S. Hoyt, Edwin Hoyt, jr., and Wm. S. Hoyt, minors, and according to your best skill and judgment truly and justly to appraise the same as soon as may be in dollars and cents, and according to the present value thereof, being first sworn or affirmed to the faithful discharge of that trust; and when you shall have completed said inventory as
196 aforesaid, you are to return the same, together with this warrant, with your doings thereon, to the office of the clerk of said court, or to seal up and deliver the same to Mary Sprague, who has been appointed by said court guardian of the estate of Susan S., Sarah, Edwin S. and William S. Hoyt, minors, who is hereby accordingly directed so to return and exhibit the same on oath to said court of probate within

three months from the time of taking upon herself that trust. In testimony whereof we have caused the seal of said court to be hereunto affixed this eighteenth day of June, A. D. eighteen hundred and sixty-six.

[SEAL.]

C. R. HILL,
Dep. Probate Clerk.

PROVIDENCE, *sc.:* JUNE 25TH, A. D. 1866.

Then the above named John A. Gardner, Benjamin F. Thurston, and George W. Cory personally appeared and made oath that they would faithfully and impartially discharge the trust reposed in them by the foregoing warrant.

Before me,

WALTER B. VINCENT.
Justice of the Peace.

[Stamp. W. B. V., Jan. 25, 1866.]

(Endorsed:) Estate of Sarah and Susan S. Hoyt & Co., appraiser's warrant, June 25, 1866.

197 *Exhibit* (11) *Clarke.*

To the honorable the court of probate for the town of Warwick:

Mary Sprague, of Warwick, guardian of the estate within this State of the persons hereinafter named, respectfully represents that on the 9th day of February, A. D. 1857, she was duly appointed by this court guardian of the estates of Sarah Hoyt, Susan S. Hoyt, Edwin Hoyt, jr., and William S. Hoyt, minor children of Edwin Hoyt, of the city and State of New York, and of Susan (Sprague) Hoyt, his wife, deceased.

That she accepted such appointment and gave bond, as required by law, for the faithful performance of the duties of her office.

That the estate of her said wards consisted of an undivided interest in the homestead estate of the late William Sprague, situated in the city of Providence, and an undivided interest in the property and assets of the copartnership of A. & W. Sprague, which interest devolved upon the said wards as heirs at law of the said William Sprague, and the right of their mother, Susan Sprague Hoyt, deceased.

That your petitioner, after consultation with the father of her said wards, and with those whose judgment she confided in, concurred in the unanimous opinion which she received, that it would be much more for the interests of her said wards to permit their interests in the manufacturing properties belonging to the firm of A. & W. Sprague to remain under the care of said firm and be entitled to their pro rata share of the increase of the common property, rather than to remove such interest from the firm, all the other parties in interest having resolved to continue the business of manufacturing and printing cotton cloth in the same manner as the business had been conducted during the lifetime of the said William Sprague.

The result has justified the course which your petitioner determined upon, and now the interest of her said wards is many times as
198 valuable as it was when it came to her hands and in the appointment of your honorable body. She would further represent that recently the value of the property of the firm of A. & W. Sprague has been appraised, and the extent of interest of her said wards and its value in said property has been ascertained, and such interest of her said wards has been transferred by her under the authority of a resolu-

tion of the general assembly to that effect, and also under the authority of this court, to the corporations known as the A. & W. Sprague Manufacturing Co. and the Quidnick Company, and she now holds in lieu of the same a corresponding proportionate number of shares in the capital stock of said corporation.

And she further represents that inasmuch as she now desires to settle her accounts as such guardian, she prays that appraisers may now be appointed to appraise the property of her said ward to this end, and that she may return an inventory of the same to this court.

MARY SPRAGUE.

Exhibit (12) *Clarke.*

The undersigned, appointed by the hon. the court of probate of the town of Warwick to take an inventory of the personal estates of Sarah Hoyt, Susan S. Hoyt, Edwin Hoyt, jr., and William S. Hoyt, by virtue of the annexed warrant, respectfully report: That they were duly engaged upon the annexed warrant, and having made careful examination present the following as the inventory of all the personal estate of William S. Hoyt, within this State, which has come to their knowledge:

122 shares Nat. Bank of Commerce, $51		$6,222 00
1 U. S. 6% bond		108 50
2 N. Y., Prov. & Boston Railroad bonds, $9.50		1,900 00
439 shares A. & W. Sprague M'f'g Co. stock, 402^{235}		176,707 82
199 123 shares Quidnick Co. stock, 155^{213}		19,091 20
Cash		334 23
		$204,363 75
Dividend due from A. & W. Sprague, as cash, March 31, 1865, with interest from said date		47,083 33
		$251,447 08

BENJ. F. THURSTON.
JOHN A. GARDNER.
GEORGE W. CORY.

PROVIDENCE, *ss:*

In the city of Providence, on this eleventh day of August, A. D. 1866, there personally appeared Mary Sprague, guardian of the estate of William S. Hoyt, and made oath that the inventory hereunto annexed is a just, true, and perfect inventory of all the goods, chattels, rights and credits of the said William S. Hoyt, which have come to her hands, possession, or knowledge.

Before me,

BENJ. F. THURSTON,
Notary Public.

[U. S. R. S., 5 cents.]

At a court of probate holden in and for the town of Warwick on Monday, the 13th day of August, A. D. 1866:

Upon presentation of the inventory of the goods and chattels, rights and credits of William S. Hoyt, minor ward of Mary Sprague, which said inventory amounts to two hundred fifty-one thousand four hundred forty seven dollars and eight cents, it appearing that said guardian

200 has made oath to the truth thereof, and no person appearing to object, the court decreed that said inventory be received and recorded.

Attest: SAM. W. CLARKE,
Probate Clerk.

Recorded August 20th, A. D. 1866.

The undersigned, appointed by the honorable the court of probate of the town of Warwick to take an inventory of the personal estate of Sarah Hoyt, Susan S. Hoyt, Edwin Hoyt, jr., and William S. Hoyt, by virtue of the annexed warrant, respectfully report: That they were duly engaged upon the annexed warrant, and having made careful examination, present the following as the inventory of all the personal estate of Edwin Hoyt, jr., within this State, which has come to their knowledge:

124 shares Nat. Bank of Commerce, $51	$6,324 00
1 U. S. 6 % bond	108 50
2 N. Y., Prov. & Boston R. R. bonds, $9.50	1,900 00
439 shares A. & W. Sprague M'f'g Co. stock, 402^{525}	176,707 82
122 shares Quidnick Co. stock	18,935 98
Cash	387 44
	$204,363 74
Dividend due from A. & W. Sprague, as cash, March 31, 1865, with interest from that date	47,083 34
	$251,447 08

BENJ. F. THURSTON.
JOHN A. GARDNER.
GEO. W. CORY.

201 PROVIDENCE, *ss:*

In the city of Providence, on the eleventh day of August, A. D. 1866, personally appeared Mary Sprague, guardian of the estate of Edwin Hoyt, jr., and made oath that the inventory hereto annexed is a just, true, and perfect inventory of all the goods, chattels, rights, and credits of the said Edwin Hoyt, jr., which have come to her hands, possession, or knowledge.

Before me,

BENJ. F. THURSTON,
Notary Public.

[United States revenue stamp, 5 c'ts.]

At a court of probate holden in and for the town of Warwick, on Monday, the 13th day of August, A. D. 1866:

Upon consideration of the inventory of the goods and chattels, rights, and credits of Edwin Hoyt, jr., minor ward of Mary Sprague, which said inventory amounts to two hundred fifty-one thousand four hundred forty-seven dollars and eight cents, it appearing that said guardian has made oath to the truth thereof, and no person appearing to object, the court decreed that said inventory be received and recorded.

Attest:

SAM. W. CLARKE,
Probate Clerk.

Recorded August 20th, A. D. 1866.

The undersigned, appointed by the honorable court of probate, of the town of Warwick, to take an inventory of the personal estate of Sarah Hoyt, Susan S. Hoyt, by virtue of the annexed warr'nt, respectfully report, that they were duly engaged upon the annexed warrant, and having made careful examination, present the following as the
202 inventory of all the personal estate of Susan S. Hoyt within this State which has come to their knowledge:

122 shares Nat'l B'k of Commerce, $51	$6,222 00
1 U. S. 6 % bond	108 50
1 N. Y., Prov. & Boston R. R. bond	950 00
1 Quicksilver Co. bond	900 00
440 shares A. & W. Sprague M'f'g Co. stock, 402^{3255}	177,110 34
122 shares Quidnick Co. stock, 155^{213}	18,935 99
Cash	136 92
	$204,363 75
Dividend due from A. & W. Sprague, as cash, March 31, 1865, with interest from that date	47,083 33
	$251,447 08

BENJ. F. THURSTON.
JOHN A. GARDNER.
GEO. W. COREY.

PROVIDENCE, *ss:*

In the city of Providence, on the eleventh day of August, A. D. 1866, personally appeared Mary Sprague, guardian of the estate of Susan S. Hoyt, and made oath that the inventory hereto annexed is a just, true, and perfect inventory of all the goods, chattels, rights, and credits of the said Susan S. Hoyt which have come to her hands, possession or knowledge.

Before me,

BENJ. F. THURSTON,
Notary Public.

[U. S. rev. stamp, 5 cts.]

203 At a court of probate, holden in and for the town of Warwick, on Monday, the 13th day of August, A. D. 1866.

Upon presentation of the inventory of the goods, chattels, rights, and credits of Susan S. Hoyt, minor ward of Mary Sprague, which said inventory amounts to two hundred fifty-one thousand four hundred forty-seven dollars and eight cents; it appearing that the said guardian has made oath to the truth thereof, and no person appearing to object, the court decreed that said inventory be received and recorded.

Attest:

SAM. W. CLARKE,
Probate Clerk.

Recorded August 20th, A. D. 1866.

The undersigned, appointed by the honorable the court of probate, of the town of Warwick, to take an inventory of the personal estate of Sarah Hoyt, Susan S. Hoyt, Edwin Hoyt, jr., and William S. Hoyt, by virtue of the annexed warrant, respectfully report, that they were duly engaged upon the annexed warrant, and having made careful examination, present the following as the inventory of all the personal estate of Sarah Hoyt within this State which has come to their knowledge:

122 Shares Nat'l B'k of Commerce, $51	$6,222 00
4 U. S. 6 % bond 108^{2}	434 00
1 U. S. 6 % $\frac{5}{20}$ bond	1,025 00
1 N. Y., Prov. & Boston R. R. bond	950 00
439 shares A. & W. Sprague M'f'g Co. stock, 402$^{2}{}^{2}{}^{3}{}^{5}$	176,707 82
122 shares Quidnick Co. stock, 155$^{2}{}^{1}{}^{3}$	18,935 98
Cash	88 95
	$204,363 75
204 Dividends due from A. & W. Sprague, as cash, March 31, 1865, with interest from that date	47,083 33
	$251,447 08

BENJ. F. THURSTON.
JOHN A. GARDNER.
GEO. W. COREY.

PROVIDENCE, *ss:*

In the city of Providence, on the eleventh day of August, A. D. 1866, then personally appeared Mary Sprague, guardian of the estate of Sarah Hoyt, and made oath that the inventory of all the goods, chattels, rights, and credits hereto annexed is a just, true and perfect inventory of the said Sarah Hoyt, which have come to her hand, possession, or knowledge.

Before me.

BENJ. F. THURSTON,
Notary Public.

[U. S. rev. stamp, 5 cts.]

At a court of probate, holden in and for the town of Warwick, on Monday, the 13th day of August, A. D. 1866.

Upon presentation of the inventory of the estate of Sarah Hoyt, minor ward of Mrs. Mary Sprague, which said inventory amounts to two hundred fifty-one thousand four hundred forty-seven dollars and eight cents; it appearing that said guardian has made oath to the truth thereof, no person appearing to object, the court decreed that said inventory be received and recorded.

Attest:

SAM. W. CLARKE,
Probate Clerk.

Recorded August 20th, A. D. 1866.

205 Estate of Edwin Hoy, jr., in account with Mary Sprague, guardian:

1866.		
June 25.	To my services as guardian in managing the estate of the said Edwin Hoyt, jr., including all my individual expense and disbursements incurred on account of the same, from Feb'y 9, 1857, to date	$500 00
	" balance	203,884 52
		$204,384 52
	By ¼ of stock $\frac{3}{4}$	$204,384 52
		$204,384 52
	By balance	$203,884 52

" ¼ of $188,333³³ dividend due from A. & W. Sprague, March 31, 1865, per report of B. F. Thurston and J. A. Gardner, referees.

E. & E. Providence, June 25, 1866.

MARY SPRAGUE,
Guardian.

PROVIDENCE, *ss:*

In the city of Providence, on this eleventh day of August, A. D. 1866, there personally appeared Mary Sprague, guardian, and made oath that the above account by her rendered is true and just.

Before me.

BENJ. F. THURSTON,
Notary Public.

[U. S. R. S. for 5 c.]

206 At a court of probate, holden in and for the town of Warwick, on Monday, the 13th day of August, A. D. 1866.

Upon consideration of the account of Mrs. Mary Sprague, guardian of the estate of Edwin Hoyt, jr., a minor, which was presented to this court for allowance on Monday, July 9th, A. D. 1866, then received and referred to this time for consideration, with an order of notice thereon, it appearing that notice has been given according to law, as ordered by the court, and that the said guardian had made oath to the truth thereof, and the court having examined the same and no person objecting, the court decreed that said account be received, allowed, and recorded.

Attest:

SAM. W. CLARKE,
Probate Clerk.

Recorded August 20, 1866.

Estate of Susan S. Hoyt, in account with Mary Sprague, guardian.

1863.			
Nov'r 20.	To cash on ⅜ for clothing		$25 00
Dec'r 23.	" do. do.		16 53
1866.			
June 25.	" my services as guardian in managing the estate of the said Susan S. Hoyt, including all my individual expenses and disbursements		
207	incurred on account of the same from February 9, 1857, to date	$500 00	
	Balance	203,842 98	
			$204,384 51
	By ¼ of stock ⅜		$204,384 51
			$204,384 51

E. & E. Providence, June 25, 1866.

MARY SPRAGUE,
Guardian.

By balance $203,384 98

" ¼ of 188,333³³ dividend, due from A. & W. Sprague, March 31, 1865, as per report of B. F. Thurston & J. A. Gardner, referees.

PROVIDENCE, *ss:*

In the city of Providence, on this eleventh day of August, A. D. 1866, there personally appeared Mary Sprague, guardian, and made oath that the foregoing account by her rendered is true and just.

Before me.

BENJ. F. THURSTON,
Notary Public.

[U. S. R. S. for 5 c.]

At a court of probate, holden in and for the town of Warwick, on Monday, the 13th day of August, A. D. 1866:

Upon consideration of the account of Mary Sprague, guardian of the estate of Susan S. Hoyt, a minor, which was presented to this court for allowance on Monday, July 9th, A. D. 1866, then received and referred to this time for consideration, with an order of notice thereon, it appearing that notice had been given according to law, as ordered by the court, and the said guardian had made oath to the truth thereof,
208 and the court having examined the same, and no person objecting, the court decreed that said account be received, allowed and recorded.

Attest.

SAM. W. CLARKE,
Probate Clerk.

Recorded August 20, 1866.

Estate of Sarah Hoyt, in account with Mary Sprague, guardian:

1863.			
Nov.	30.	To cash on account for clothing.....	$25 00
Dec.	23.	" do. do.	16 54
1866.			
June	25.	To my services as guardian in managing the estate of the said Sarah Hoyt, including all my individual expenses and disbursements incurred on account of the same from Feb. 9th, 1857, to date.....	500 00
		Balance	203, 842 97
			$204, 384 51
		By ¼ of stock ⅞c	$204, 384 51
			$204, 384 51
		By balance	$203, 842 97

¼ of $188,333.33, dividend, due from A. W. Sprague, March 31st, 1865, per report of B. F. Thurston and J. A. Gardner, referees.

E. & E. Providence, June 25th, 1866.

MARY SPRAGUE, *Guardian.*

209 PROVIDENCE, *ss:*

In the city of Providence, on this eleventh day of August, A. D. 1866, there personally appeared Mary Sprague, guardian, and made oath that the foregoing account by her rendered is true and just.

Before me,

BENJAMIN F. THURSTON,
Notary Public.

[U. S. R. S. 5 c.]

At a court of probate, holden in and for the town of Warwick, on Monday, the 13th day of August, A. D. 1866.

Upon consideration of the account of Mary Sprague, guardian of the estate of Sarah Hoyt, a minor, which was presented to this court for allowance, on Monday, the 9th day of July, A. D. 1866, then received and referred to this time for consideration with an order of notice thereon, it appearing that notice has been given according to law, as ordered by the court, and that said guardian had made oath to the truth thereof and the court examined the same, and no person objecting, the court decreed that said account be received, allowed and recorded.

Attest.

SAM. W. CLARKE,
Probate Clerk.

Recorded Aug. 20th, 1866.

Estate of William S. Hoyt in account with Mary Sprague, guardian:

1866.			
June 25.	To my services, as guardian, in managing the estate of the said William S. Hoyt, including all my individual expenses and disbursements incurred on account of the same, from Feb. 9th, 1857, to date		$500 00
210	Balance		203,884 52
			$204,384 52
	By ¼ of stock A/C		204,384 52
			$204,384 52
	By balance		$203,884 52

By ¼ of $188,333.33 dividend due from A. W. Sprague, March 31st, 1865, per report of B. F. Thurston and J. A. Gardner, referees.

E. E. Providence, June 25th, 1866.

MARY SPRAGUE, *Guardian.*

PROVIDENCE, *ss:*

In the city of Providence, on this eleventh day of August, A. D. 1866, there personally appeared Mary Sprague, guardian, and made oath that the aforegoing account by her rendered is true and just.

Before me,

BEN. F. THURSTON,
Notary Public.

[U. S. R. S. for 5 c.]

At a court of probate, holden in and for the town of Warwick, on Monday, the 13th day of August, A. D. 1866:

Upon consideration of the account of Mary Sprague, guardian
211 of the estate of William S. Hoyt, a minor, which was presented to this court for allowance, on Monday, the 9th day of July, A. D. 1866, then received and referred to this time for consideration with an order of notice thereon, it appearing that notice has been given according to law, as ordered by the court, and that said guardian had made oath to the truth thereof, and the court having examined the

same and no person objecting, the court decreed that said account be received, allowed and recorded.

Attest.

SAM. W. CLARKE,
Probate Clerk.

Recorded Aug. 20th, 1866.

Exhibit (13) *Clarke.*

To the honorable court of probate of the town of Warwick, to be held at Apponaug on the second Monday of August, A. D. 1866:

The undersigned, guardian of Sarah Hoyt, Susan S. Hoyt, William S. Hoyt, and Edwin Hoyt, jr., minor children of Edwin Hoyt and Susan Sprague Hoyt, deceased, herewith resigns her guardianship of said minor children, and requests that the same may be accepted by said court and her successor appointed.

MARY SPRAGUE.

Exhibit (14) *Clarke.*

At an adjourned meeting of the court of probate, holden in and for the town of Warwick, on Saturday, the first day of September, A. D. 1866:

Upon consideration of the resignation of Mary Sprague, guardian of the estate of Sarah Hoyt, minor daughter of Edwin Hoyt, it ap-
212 pearing that notice of the pendency thereof has been duly given as ordered by the court, and said guardian having settled her account, no person objecting, the court decreed that said resignation be accepted; and it is further ordered, adjudged and decreed that said guardian be discharged from said trust.

Upon consideration of the resignation of Mary Sprague, guardian of the estate of William S. Hoyt, minor son of Edwin Hoyt, it appearing that notice has been given according to the order of the court, and said guardian having settled her account, no person objecting, the court decreed that said resignation be accepted; and it is further ordered, adjudged and decreed that said guardian be discharged from said trust.

Upon consideration of the resignation of Mary Sprague, guardian of the estate of Susan S. Hoyt, minor daughter of Edwin Hoyt, it appearing that notice of the pendency thereof has been duly given as ordered by the court, and said guardian having settled her account, no person objecting, the court decreed that said resignation be accepted; and it is further ordered, adjudged and decreed that said guardian be discharged from said trust.

Upon consideration of the resignation of Mary Sprague, guardian of the estate of Edwin Hoyt, jr., minor son of Edwin Hoyt, it appearing that notice of the pendency thereof has been duly given as ordered by the court, and said guardian having settled her account, no person objecting, the court decreed that said resignation be accepted; and it is further ordered, adjudged and decreed that said guardian be discharged from said trust.

213 *Exhibit* (15) *Clarke.*

To the honorable the town council of the town of Warwick, exercising probate court jurisdiction, at its session to be holden on the 13th day of August, 1866.

The undersigned respectfully represents that, on the 9th day of February, A. D. 1857, Mary Sprague, of Warwick, was, by your honorable body, appointed guardian of the estate of Edwin Hoyt, jr., Susan S. Hoyt, Sarah Hoyt, and William S. Hoyt, then minors, children of Edwin Hoyt. That since said appointment one of said children, viz, Susan Hoyt, has attained the age of twenty-one years, the others still being under the age of twenty-one years. That said guardian of said children has, in writing, resigned her said trusts to the court appointing her, and asked for a decree accepting such resignation, and settling the guardian's account with said court. That the three children still minors are residents without the State, with the undersigned, their father, in New York City, and possess each a large property and estate in this State, which should be committed to the care and management of a suitable successor to said Mary Sprague, in the event of the acceptance of her resignation. That by reason of William Sprague, of South Kingston, being largely interested and an active manager of the two corporations in which the property of said minors is chiefly invested, it is their desire, as well as the desire of the undersigned, their father, that he should be appointed to succeed said Mary Sprague in the guardianship of said estate.

Wherefore, for the reasons aforesaid, the undersigned prays that in the event of the acceptance of the resignation of the said Mary Sprague as guardian of the estate of said minors, the said William Sprague
214 may be appointed her successor in the guardianship of the same, and, as in duty bound, will ever pray.

EDWIN HOYT,
By JOHN A. GARDNER,
His Attorney.

At a court of probate, holden in and for the town of Warwick, on Monday, the 13th day of August, A. D. 1866:

Edwin Hoyt, of the city and State of New York, presents his petition, representing that his daughter, Susan S. Hoyt, a minor, is possessed of certain estate in Warwick and other parts of Rhode Island, and praying that William Sprague, of South Kingston, be appointed guardian of his said daughter's estate. Whereupon the court decreed that said petition be received and referred for consideration to Saturday, September 1st, A. D. 1866, at 2 o'clock p. m., at the council room, and directed the clerk to give notice of the pendency thereof, by publication once a week for three successive weeks, in the Manufacturers' and Farmers' Journal, published in the city of Providence, and by citation to be mailed to said Susan S. Hoyt's address.

Exhibit (16) *Clarke.*

At an adjourned meeting of the court of probate, holden in and for the town of Warwick, on Saturday, the 1st day of September, A. D. 1866:

Upon consideration of the petition of Edwin Hoyt, praying that Wil-

liam Sprague, of South Kingston, be appointed guardian of the estate of Susan S. Hoyt, his minor child, it appearing that notice has been duly given of the pendency thereof, as ordered by the court, and no person appearing to object, the court decreed that the prayer of
215 said petition be granted, and the said William Sprague appointed guardian of said Susan S. Hoyt's estate, and directed the clerk to give him a letter of guardianship accordingly; he, the said William Sprague, first filing in the office of the clerk of the court his bond in the penal sum of two hundred and fifty thousand dollars, with Edwin Hoyt, of New York, and Mary Sprague, of Providence, as sureties, and conditioned to the faithful performance of the duties of said trust. And the court appointed John A. Gardner, Benjamin F. Thurston, and George W. Corey appraisers to make an inventory of said ward's estate.

Upon consideration of the petition of Edwin Hoyt, praying that William Sprague, of South Kingston, be appointed guardian of the estate of Edwin Hoyt, jr., his minor child, it appearing that notice of the pendency thereof has been given to said ward and all others interested, as ordered by the court, and no person appearing to object, the court decreed that the prayer of said petition be granted, and the said William Sprague appointed guardian of said Edwin Hoyt's (jr.) estate, and directed the clerk to give him a letter of guardianship accordingly; he, the said Sprague, first filing in the office of the clerk of this court his bond in the penal sum of two hundred and fifty thousand dollars, with Edwin Hoyt, of New York, and Mary Sprague, of Providence, as sureties, conditional to the faithful performance of the duties of said trust. And the court appointed John A. Gardner, Benjamin F. Thurston, and George W. Corey appraisers to make an inventory of said ward's estate.

Upon the consideration of the petition of Edwin Hoyt, praying that William Sprague, of South Kingston, be appointed guardian of the estate of William S. Hoyt, his minor son, it appearing that notice has been given of the pendency thereof, as ordered by the court, and no person appearing to object, the court decree that the prayer of said petition be granted, and the said William Sprague appointed
216 guardian of said William Hoyt's estate, and directed the clerk to give him a letter of guardianship accordingly; he, said Sprague, first filing in the office of the clerk of this court his bond in the penal sum of two hundred and fifty thousand dollars, with Edwin Hoyt, of New York, and Mary Sprague, of Providence, as sureties, conditioned to the faithful performance of the duties of said trust. And the court appointed John A. Gardner, Benjamin F. Thurston, and George W. Corey appraisers to make an inventory of said ward's estate.

Exhibit (18) *Clarke.*

Estate of Susan S. Hoyt.—Inventory.

The undersigned, appointed by the honorable the court of probate for the town of Warwick to take an inventory of the real and personal estate of Susan S. Hoyt, by virtue of the annexed warrant, respectfully report that they were duly engaged upon the annexed warrant, and having made careful examination present the following as the inventory of all the personal estate of the said Susan S. Hoyt within this State which has come to their knowledge:

122 shares National Bank of Commerce, $51	$6,222 00
1 U. S. 6% bond	108 50

1 N. Y., Prov. & Boston R. R. bond		950 00
1 Quicksilver Mining Co. bond		900 00
440 shares A. & W. Sprague Mfg. Co., $402^{35}/$_{35}$		177,110 30
122 shares Quidnick Company, $155^{13}/$_{13}$		18,935 99
Dividend due from A. & W. Sprague, as cash, March 31st, 1865		47,083 34
217 Dividend due from A. & W. Sprague M'f'g Co., cash, September 1st, 1866	$6,600 00	
Less payments by above company	2,979 60	
		3,620 40
Dividend due from Quidnick Co., as cash, September 1st, 1866		1,220 00
		$256,150 56

No real estate.

JOHN A. GARDNER,
BENJ. F. THURSTON,
GEO. W. COREY,
Appraisers.

PROVIDENCE, *October 1st*, 1866.

To the honorable the court of probate of the town of Warwick:

The within is a true inventory of all the estate of Susan S. Hoyt which has come to my hands or knowledge.

W. SPRAGUE,
Guardian.

PROVIDENCE, *ss:*

In the city of Providence, on this first day of October, A. D. 1866, there personally appeared William Sprague, guardian of the estate of Susan S. Hoyt, and made solemn oath that the within is a true inventory of all the estate of his said ward which has come to his knowledge, and that if he shall discover any other or further estate he will render a return of the same and an account to the court of probate for said Warwick.

GEO. M. DANIELS,
Public Notary.

[*National* seal and U. S. R. S. for 5 c.]

218 At a court of probate holden in and for the town of Warwick on Monday, October 8th, A. D. 1866:

The appraisers heretofore appointed on the estate of Susan S. Hoyt, minor daughter of Edwin Hoyt, of the city, county, and State of New York, presents an inventory of such estate; and it appearing that William Sprague, guardian of said minor's estate, had made oath that said inventory is a just and true one of said estate, the court decreed that said inventory be accepted and recorded.

Attest:

SAM. W. CLARKE,
Probate Clerk.

Recorded October 12th, 1866.

Guardian's appraiser's warrant.

THE STATE OF RHODE ISLAND
AND PROVIDENCE PLANTATIONS,
Kent, S. C.:

By the court of probate of the town of Warwick, in the county of Kent and State aforesaid:

To John A. Gardner, Benjamin F. Thurston, and George W. Corey, all of the city and county of Providence in said State, greeting:

You are hereby appointed and empowered, as three suitable persons, to take an inventory of all the real and personal estate of Susan S. Hoyt, of the city, county, and State of New York, and, according to your best skill and judgment, truly and justly to appraise the same, as soon as may be, in dollars and cents, according to the present value thereof, being first sworn or affirmed to the faithful discharge of that trust; and when you shall have completed said inventory, as aforesaid, you
219 are to return the same, together with the warrant, with your doings thereon, to the office of the clerk of said court, or to seal up and deliver the same to William Sprague, who has been appointed by said court guardian of the estate of said Susan S. Hoyt, who is hereby accordingly directed so to return and exhibit the same, on oath, to said court of probate within three months from the time of taking upon himself that trust.

In testimony whereof we have caused the seal of said court to be hereunto affixed this first (1st) day of September, A. D. eighteen hundred and sixty-six.

[COURT SEAL.] SAM. W. CLARKE,
Probate Clerk.

PROVIDENCE, *ss:*

OCTOBER 1ST, A. D. 1866.

Then the above named John A. Gardner, Benjamin F. Thurston, and George W. Corey, personally appeared and made oath that they would faithfully and impartially discharge the trust reposed in them by the foregoing warrant.

Before me—

GEO. M. DANIELS,
Public Notary.

[*National* seal and U. S. R. S for 5 c.]

(Endorsed:) Estate of Susan S. Hoyt. Appraiser's warrant, October 1st, 1866.

Estate of Edwin, Hoyt, jr.—Inventory.

The undersigned, appointed by the honorable court of probate, for the town of Warwick, to take an inventory of the real and personal estate of Edwin Hoyt, jr., by virtue of the annexed warrant, respect-
220 fully report that they were duly engaged upon the annexed warrant, and having made careful examination, present the following as the inventory of all the personal estate of the said Edwin Hoyt, jr., within this State, which has come to their knowledge:

124 shares Nat'l B'k of Commerce	$51	$6,324 00
1 U. S. 6 % bond		108 50
2 N. Y., Prov. & Boston R. R. bonds	950	1,900 00
439 sh's A. & M. Sprague M'f'g Co	402^{325}	176,707 82
122 sh's Quidnick Comp'y	155^{213}	18,935 98
Dividend due from A. & W. Sprague as cash, March 31, 1865		47,083 34

Dividends due from A. & W. Sprague M'f'g Co., cash, Sept. 1, 1866	6,585	
Less pay'ts by above co	2,979[00]	3,605 40
Dividends due from Quidnick Co., as cash, Sept. 1, 1866		1,220 00
		$255,885 04

No real estate.

JOHN A. GARDNER,
BENJ. F. THURSTON,
GEO. W. COREY,
Appraisers.

PROV., *Oct.* 1, 1866.

To the hon. the court of probate of the town of Warwick:

The within is a true inventory of all the estate of Edwin Hoyt, jr., which has come to my hands or knowledge.

W. SPRAGUE.
Guardian.

PROVIDENCE, *ss:*

In the city of Providence, on the 1st day of October, A. D. 1866, there personally appeared William Sprague, guardian of the estate of Edwin Hoyt, jr., and made solemn oath that the within is a true inventory of all the estate of his said ward which has come to his knowledge,
221 and that if he should discover any other or further estate he will render a return of the same and an account to the court of probate for said Warwick.

GEO. M. DANIELS.

[Notarial seal and U. S. R. S. for 5 c.]

At a court of probate holden in and for the town of Warwick, on Monday, Oct. 8, 1866.

The appraisers heretofore appointed to make an inventory of the personal and real estate, situate in Rhode Island, of Edwin Hoyt, jr., minor, son of Edwin Hoyt, of the city, county and State of New York, present an inventory of such estate, and it appearing that William Sprague, guardian of said estate, had made oath that said inventory is a just and true one of said estate, the court decreed that said inventory be accepted and recorded.

Attest:

SAM. W. CLARKE.
Probate Clerk.

Recorded Oct. 12th, A. D. 1866.

Guardian's appraiser's warrant.

THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS,
Kent, ss:

By the court of probate of the town of Warwick, in the county of of Kent and State aforesaid.

To John A. Gardner, Benjamin F. Thurston, and Geo. W. Corey, all of the city and county of Providence, in said State, greeting:

You are hereby appointed and empowered, as three suitable
222 persons, to take an inventory of all the real and personal estate of Edwin Hoyt, jr., of the city, county and State of New York, and, according to your best skill and judgment, truly and justly to ap-

praise the same, as soon as may be, in dollars and cents, according to the present value thereof, being first sworn or affirmed to the faithful discharge of that trust; and when you shall have completed said inventory, as aforesaid, you are to return the same, together with this warrant, with your doings thereon, to the office of the clerk of said court, or to seal up and deliver the same to William Sprague, who has been appointed by said court guardian of the estate of Edwin Hoyt, jr., who is hereby accordingly directed so to return and exhibit the same, on oath, to said court of probate within three months from the time of taking upon himself that trust.

In testimony whereof we have caused the seal of said court to be hereunto affixed this first (1st) day of September, A. D. eighteen hundred sixty-six.

[COURT SEAL.]

SAM. W. CLARKE.
Probate Clerk.

PROVIDENCE, *ss:*

OCT. 1, A. D. 1866.

Then the above named John A. Gardner, Benjamin F. Thurston, George W. Corey personally appeared and made oath that they would faithfully and impartially discharge the trust reposed in them by the foregoing warrant.

Before me—

GEO. M. DANIELS,
Public Notary.

[Notarial seal and U. S. R. S. for 5 c.]

(Endorsed:) Estate of Edwin Hoyt, jr. Appraiser's warrant. Oct. 1, 1866.

223 *Estate of Wm. S. Hoyt.—Inventory.*

The undersigned, appointed by the honorable the court of probate for the town of Warwick, to take an inventory of the real and personal estate of William S. Hoyt, by virtue of the annexed warrant, respectfully report, that they were duly engaged upon the annexed warrant, and having made careful examination, present the following as the inventory of all the present estate of the said William S. Hoyt, within this State, which has come to their knowledge:

122 shares Nat'l B'k of Commerce	$51	$6,222 00
1 U. S. 6 % bond		108 50
2 N. Y., Prov. & Boston R. Rd. bonds	950	1,900 00
439 shs. A. & W. Sprague M'f'g Co	402^{5235}	176,707 82
123 shs. Quidnick Comp'y	155^{224}	19,091 20
Dividend due from A. & W. Sprague on cash March 31, 1865		47,083 33
Dividend due from A. & W. Sprague M'f'g Co., cash, Sept. 1, 1866	6,585 00	
Less pay'ts by above co	2,979 60	
		3,605 40
Dividend due from Quidnick Co., as cash, Sept. 1, 1866.		1,230 00
		$255,948 25

No real estate.

JOHN A. GARDNER,
BENJ. F. THURSTON,
GEO. W. CORY,
Appraisers.

PROV., *Oct.* 1, 1866.

To the honorable the court of probate of the town of Warwick:

The within is a true inventory of all the estate of William S. Hoyt which has come to my hands or knowledge.

W. SPRAGUE, *Guardian.*

224 PROVIDENCE, *sc.:*

In the city of Providence, on this 1st day of October, A. D. 1866, then personally appeared William Sprague, guardian of the estate of William S. Hoyt, and made solemn oath that the within is a true inventory of all the estate of his said ward which has come to his knowledge, and that if he shall discover any other or further estate he will render a return of the same, and an account to the court of probate for said Warwick.

[SEAL NOTARIAL.] GEO. M. DANIELS,
Public Notary.

[U. S. R. S. for 5c.]

At a court of probate holden in and for the town of Warwick, on Monday, October 8, 1866:

The appraisers heretofore appointed by this court to make an inventory of the real and personal estate situate in Rhode Island, of William S. Hoyt, minor son of Edwin Hoyt, of the city, county, and State of New York, presents an inventory of such estate; and it appearing that William Sprague, guardian of such estate, had made oath that said inventory is a just and true one, of said estate, the court decreed that said inventory be received and recorded.

Guardian's appraisers' warrant.

THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, *Kent, &c.*

By the court of probate of the town of Warwick, in the county of Kent and State aforesaid.

To John A. Gardner, Benjamin F. Thurston, and George W. Cory, of the city and county of Providence, in said State, greeting:

You are hereby appointed and empowered, as three suitable persons, to take an inventory of all the real and personal estate of William

225 S. Hoyt, of this city, county and State of New York, and according to your best skill and judgment, truly and justly to appraise the same as soon as may be, in dollars and cents, according to the present value thereof, the same being first sworn or affirmed to the faithful discharge of that trust, and when you shall have completed said inventory, as aforesaid, you are to return the same, together with this warrant, with your doings thereon, to the office of the clerk of said court, or to seal up and deliver the same to William Sprague, who has been appointed by said court guardian of the estate of said William S. Hoyt, who is hereby accordingly directed so to return and exhibit the same on oath, to said court of probate, within three months from the time of taking upon himself that trust.

In testimony whereof we have caused the seal of said court to be hereunto affixed, this 1st day of September, A. D. 1866.

[PROBATE SEAL.] SAM. W. CLARKE,
Probate Clerk.

PROVIDENCE, *sc.:*

OCTOBER 1, 1866.

Then the aforenamed John A. Gardner, Benjamin F. Thurston, and George W. Corey appeared and made oath that they would faithfully and impartially discharge the trust reposed in them by the aforegoing warrant.

Before me,

[NOTARIAL SEAL.] GEO. M. DANIELS,
Public Notary.

[U. S. R. S. for 5c.]

226 *Exhibit* (19) *Clarke.*

At a court of probate holden in and for the town of Warwick, on Monday, the 10th day of November, A. D. 1856.

Byron Sprague and Edwin Hoyt present their petition, praying that Mary Sprague, widow of William Sprague, late of Warwick, deceased, be appointed administratrix on the estate of said William Sprague, deceased, intestate; whereupon the court decreed that said petition be received, and the consideration thereof postponed to Monday, December 8th, A. D. 1856, at one o'clock p. m., and the court ordered that notice of the pendency thereof be given by publication once a week for three successive weeks in the Manufacturers' and Farmers' Journal, published in the city of Providence.

Exhibit (20) *Clarke.*

At a court of probate holden in and for the town of Warwick, on Monday, the 13th day of April, A. D. 1863.

The request of Mary Sprague, guardian of the estate of Edwin Hoyt, jr., Susan S. Hoyt, Sarah Hoyt and William S. Hoyt, minor children of Susan Hoyt, deceased, that this court approve of a bond with sureties for the investment of the proceeds of the sale of real estate made under an act of the general assembly passed at the January session, A. D. 1863, authorizing and empowering said Mary Sprague, guardian as aforesaid, in her said capacity to make conveyance of all the interest and estate of said minors in and to the mansion-house and grounds, in the city of Providence, occupied by the family of William Sprague, deceased.

Upon consideration thereof it is ordered, adjudged and decreed, that said Mary Sprague, before making conveyance of said real estate,
227 first give bond in the sum of forty thousand dollars, with Byron Sprague, of Providence, and Edwin Hoyt, of the city of New York, as sureties, that she will invest the proceeds of such sale, in the name of said minors, in real estate or in corporate stocks of the full cash value of such interest at the time of said conveyance.

Exhibit (21) *Clarke.*

At a court of probate holden in and for the town of Warwick, on Monday, July 9th, A. D. 1866.

Mrs. Mary Sprague, guardian of the estate of Sarah Hoyt, Susan S. Hoyt, Edwin Hoyt, jr., and William S. Hoyt, presents her inventory of her said ward's estate; whereupon the court decreed that the further consideration thereof be postponed to Monday, the 13th day of August next, at one o'clock p. m., and directed the clerk to notify said Mary Sprague to present separate inventories, to wit, one for each child, in accordance with her appointment.

Exhibit (22) *Clarke.*

Mary Sprague, guardian of the estate of Sarah Hoyt, a minor, presents her resignation of said trust; whereupon the court decreed that said resignation be received and referred for consideration to Saturday, the first day of September next, at two o'clock p. m., at the council room, and directed the clerk to give notice of the pendency thereof, by publication once a week, for three successive weeks, in the Manufacturers' and Farmers' Journal, published in the city of Providence.

Mary Sprague, guardian of the estate of Susan S. Hoyt, a minor, presents her resignation of said trust; whereupon the court decreed that said resignation be received and referred for consideration to
228 Saturday, the first day of September next, at two o'clock p. m., at the council room, and directed the clerk to give notice of the pendency thereof by publication, once a week, for three successive weeks, in the Manufacturers' and Farmers' Journal, published in the city of Providence.

Mary Sprague, guardian of the estate of Edwin Hoyt, jr., a minor, presents her resignation of said trust; whereupon the court decreed that said resignation be received and referred for consideration to Saturday, the first day of September next, at two o'clock p. m., and directed the clerk to give notice of the pendency thereof by publication, once a week, for three successive weeks, in the Manufacturers' and Farmers' Journals, published in the city of Providence.

Mary Sprague, guardian of the estate of William S. Hoyt, a minor, presents her resignation of said trust; whereupon the court decreed that said resignation be received and referred for consideration to Saturday, the first day of September next, at two o'clock p. m., at the council room, and directed the clerk to give notice of the pendency thereof, by publication once a week, for three successive weeks, in the Manufacturers' and Farmers' Journal, published in the city of Providence.

Edwin Hoyt, of the city and State of New York, presents his petition praying the William Sprague, of South Kingston, be appointed guardian of the estate of his son William S. Hoyt, a minor, situate in Warwick and other parts of Rhode Island; whereupon the court decreed that said petition be received and referred for consideration to Saturday, the first day of September, A. D. 1866, at two o'clock p. m., at the council room, and directed the clerk to give notice of the pendency thereof, by publication once a week, for three successive weeks, in the Manufacturers' and Farmers' Journal, in the city of Providence, and by citation, to be mailed to said William S. Hoyt's address.

Edwin Hoyt, of the city and State of New York, presents his petition representing that his son Edwin Hoyt, jr., is possessed of certain
229 estate in Warwick, and other parts of Rhode Island, and is a minor, and praying that William Sprague, of South Kingston, be appointed guardian of his said son's estate; whereupon the court decreed that said petition be received and referred to Saturday, September first, at two o'clock p. m., at the council room for consideration, and directed the clerk to give notice of the pendency thereof, by the publication once a week, for three successive weeks, in the Manufacturers' and Farmers' Journal, published in the city of Providence, and by citation, to be mailed to said Edwin Hoyt, jr.'s, address.

At a court of probate holden in and for the town of Warwick, on Monday, the 13th day of August, A. D. 1866.

Edwin Hoyt, of the city and State of New York, presents his peti-

tion representing that his daughter, Susan S. Hoyt, a minor, is possessed of certain estate in Warwick and other parts of Rhode Island, and praying that William Sprague, of South Kingston, be appointed guardian of his said daughter's estate; whereupon the said court decreed that said petition be received and referred for consideration to Saturday, September first, A. D. 1866, at two o'clock p. m., and directed that the clerk give notice of the pendency thereof by publication once a week, for three successive weeks, in the Manufacturers' and Farmers' Journal, published in the city of Providence, and by citation, to be mailed to said Susan S. Hoyt's address.

Deposition of George B. Holmes.

GEORGE B. HOLMES, having been duly sworn before said examiner, testifies as follows:

By Mr. BUTLER:

Q. 1. You reside in Providence?

A. Yes, sir.

Q. 2. How long have you lived in Providence?

230 A. Fifty-two years and a little over.

Q. 3. What is your business?

A. Iron foundry and machine business.

Q. 4. Are you connected with any banking institutions here?

A. Yes, sir.

Q. 5. With which?

A. The Rhode Island National Bank, I am a director in.

Q. 6. Did you know Amasa and William Sprague, the elder, in their lifetimes?

A. Yes, sir.

Q. 7. How long is it that you have known them and their descendants?

A. I have known them ever since 1824.

Q. 8. And have you had knowledge of the business conducted by them and by their successors?

A. Yes, sir; some; I could not avoid it.

Q. 9. Please state to what extent you have been in the habit of acting as appraiser or valuer of estates in Providence and Rhode Island; I speak of your general knowledge as acting as appraiser.

(Objected to by Mr. Thurston as irrelevant and immaterial.)

A. I acted as appraiser between William and Byron.

Q. 10. I mean in general, in reference to appraising estates.

A. I never did; only that one.

Q. 11. I mean in reference to your acting in the settlement of estates.

A. Well, I was a referee in the case between Byron and A. and W. Sprague, and I settled Byron Sprague's estate.

Q. 12. Any others?

A. No others.

Q. 13. The records of the probate court of the town of Warwick, Rhode Island, state that you were appointed with Orray Taft and

231 Mr. John H. Clarke to appraise the estate of William Sprague, the elder; please state whether you ever received any notice of such appointment, or ever acted as such appraiser.

A. No, sir.

Q. 14. The records of that court also show that you were appointed with the same gentlemen to appraise the estate of the infant chil-

dren of Susan S. Hoyt, of whom Mary Sprague was guardian; please state whether you ever received notice of such appointment.

A. I never did, sir.

Q. 15. Did you ever act as appraiser of the estate of William Sprague, deceased, or the estate of the minor children of Susan Hoyt, deceased?

A. I never did.

Q. 16. When did you first learn or receive information that you had been appointed appraiser of those estates respectively?

A. Oh, some four or five weeks ago, or something like that, Mr. McKeen told me; that is the first I ever heard of it.

Q. 17. Please state whether or not that was the first information you ever received upon the subject and from anybody.

A. Yes, sir; it was the very first.

Q. 18. Orray Taft and John H. Clarke are both deceased, are they not?

A. Yes, sir.

Q. 19. Did you have knowledge of the sale made by Byron Sprague in 1862 to A. and W. Sprague of his interest in the A. & W. Sprague manufacturing business?

(Objected to by Mr. Thurston as immaterial.)

A. Yes, sir; I was one of the appraisers.

Q. 20. What did you appraise?

(Objected to by Mr. Thurston as immaterial and irrelevant.)

A. We appraised all the property that they turned out to us. (Hands papers.)

232 Q. 21. Who acted with you as your associate as appraiser?

A. General Lyman B. Frieze.

Q. 22. What connection had he with A. and W. Sprague?

A. Well, I don't know what capacity he did fill there; he had been there with them a number of years in their office attending to their business.

Q. 23. The object of the appraisement was to ascertain the then value in cash of the interest of Byron Sprague in the property and business of A. & W. Sprague?

(Objected to by Mr. Thurston as immaterial and irrelevant.)

A. Yes, sir; that was it.

Q. 24. It did not include the value of his interest in the Quidnick Company or in the homestead or mansion house in Providence, did it?

A. (Reads from papers.) "House in Providence and interest in Arctic and Quidnick not included"; it did not.

Q. 25. Please state what examination you made of the mills, machinery, and other property in connection with this appraisement; state how thoroughly you examined the mills.

(Objected to by Mr. Thurston as above.)

A. Why, we examined it by going to every mill and getting a written statement from the superintendent, and examining it ourselves; we were a great while about it.

Q. 26. Was it several months.

A. We did not close it, I think, until the last day of April, 1863.

Q. 27. When did you begin it?

A. We began it some time along in September or October, 1862, I think; we went as far as we could go with that thing; we went as thoroughly as we could go.

Q. 28. Was the valuation based upon value before the war or after the war?

A. Based on values in 1862; that is one year after the war began, but before things advanced.

233 Q. 29. Please state about the time when the great advance in prices took place.

A. After the latter part of 1862, and the first part of 1863, they began to advance, and continued for some time very rapidly.

Q. 30. Did you reduce your appraisal to writing?

(Objected to by Mr. Thurston as above.)

A. We did; there it is in your hand.

Q. 31. Is this paper now produced the original?

Mr. THURSTON. I object to the admissibility of the paper, but not to the contents of the paper being incorporated in the testimony of the witness without the annexing of a copy—if the testimony is admissible.

A. Yes, sir; that is the closing sheet, and the original one. One thing I should like to state before we go any further; after we got this done I consulted a man a long distance from Providence; there was a little unpleasant feeling between Byron and William, and to get the thing right I consulted with a man largely engaged in manufacturing—a practical man, and we went clear through the whole stock and thought it was about right.

Q. 32. On this closing sheet these words and figures appear:

Real estate		$1,254,567 60
Personal estate		2,605,150 47
Bills on house		2,700 00
Land, Coventry, and W. Greenwich and thatch lot		5,300 00
Coupons		7,500 00
		$3,875,218 07
234 Less see Schedule I, prints, &c	$130,619 38	
Less entered twice by mistake	204,387 00	
		$335,006 38
		$3,540,211 69
One-sixth is		$590,035 28
Add right of reversion		15,687 50
		$605,722 78

Q. 33. Does that sum of $605,722.78 represent the net value in cash as ascertained by you at the time of Byron Sprague's interest in the A. & W. Sprague property and interest?

(Objected to by Mr. Thurston as immaterial.)

A. Yes, sir.

Q. 34. What was the amount of debts and liabilities of A. & W. Sprague at that time?

A. Five hundred thousand dollars was about what that estate owed at that time.

Q. 35. The debts were deducted before arriving at the $605,722.78?

A. Yes, sir.

Q. 36. In making the appraisal you took into account the outstanding inchoate right of dower of Mrs. Fanny Sprague and Mrs. William Sprague in the estate?

A. Yes, sir.

Q. 37. And you ascertained the value of that right of dower to be $215,000?

(Objected to by Mr. Thurston as above.)

A. Yes, sir.

Q. 38. And did you calculate the value of the reversion to the heirs and give to Byron his proportional share of that?

A. Yes, sir.

Q. 39. State whether or not you treated the entire real estate,
235 irrespective of the question in whom the title stood, as the property of A. & W. Sprague, subject to the inchoate right of dower of the two widows.

(Objected to by Mr. Thurston as above.)

A. We did not allow any dower out of the mills.

Q. 40. Those you treated as firm property?

A. Yes, sir.

(Objected to by Mr. Thurston as above.)

Q. 41. Not subject to any right of dower?

(Objected to by Mr. Thurston as above.)

A. No, sir.

Q. 42. Now, on what property, then, did you consider the right of dower to apply?

(Objected to by Mr. Thurston as above.)

A. On the real estate, land, houses, &c.; we might have taken the mills, but that is so long ago that I have forgotten.

Q. 43. Whether you included the mills or not you treated all the real estate as firm property?

A. Yes, sir.

Q. 44. Subject to right of dower in respect to such parcels as you thought the right of dower attached to?

A. Well, I can't state exactly (it is so long ago) how we came to that point; it was a great deal of work.

Q. 45. But you can state that you treated the entire property as firm property?

A. I suppose we did; yes, sir.

Q. 46. Did you make any examination of, or take into account, any interest of the children of Mrs. Hoyt?

(Objected to by Mr. Thurston as above.)

A. No, sir.

Q. 47. Who furnished you the information and date on which you made up your appraisal?

(Objected to by Mr. Thurston as above.)

236 A. The superintendents of each mill, and what we got from the mills, and what we took from the books; we had access to their books.

Q. 48. Please state in what condition you found the books, as to the method in which they were kept.

A. Well, the books were kept rather loosely, so far as regards the family.

Q. 49. What do you mean by that, Mr. Holmes?

A. Well, each one went and got what they wanted and charged it to the whole.

Q. 50. What books did they have?

A. They had a ledger, day-book, and cash-book.

Q. 51. Were they kept in single or double entry?

A. They were kept in single entry; they never kept books in double entry until after the corporation.

Q. 52. State how you are able to say that.

A. Because I helped Charles W. Greene get the books into a state to go into a double entry shape.

Q. 53. Can you state whether or not the books of A. & W. Sprague contained separate accounts with the different members of the family or not?

A. At times they did not; I believe after William Sprague, senior, died they did enter into account with the families.

Q. 54. Did you examine at the time of your appraisal into the accounts of the different members of the family at all?

A. We only took the footing of them, sir; I can remember them now as long ago as it was.

Q. 55. Were not the living and other expenses of the different members of the family brought into those accounts at the time you made this appraisal?

A. At the time we commenced this, we commenced to do so; but before this, for years and years, nothing had been done of that kind; they commenced a little time before we made this appraisal to make accounts with the families; but before that time nothing had been done.

237 Q. 56. Do you know, from anything you ever heard William Sprague say, what he considered his services to the business were worth yearly?

A. Yes, sir; I have heard him talk about it; I have heard him say it was worth a hundred thousand dollars a year.

Q. 57. Did the firm of A. & W. Sprague accept the proposal made by you and Mr. Frieze to purchase the interest of Byron Sprague on that basis; did they take your figures and pay Byron?

A. Not that I know of, if I recollect right about it; as I understood it, William Sprague bought the interest; the trouble was between William and Byron, and he bought Byron out, and he made the purchase on the basis of my figures; it was actually done, and Byron received his pay.

Q. 58. Did he receive it in a check?

A. A check was signed; but there is one thing that I don't particularly remember, first; he wanted money along from time to time, and William paid him, and let him have money, and took his check for it, I think, and when the referees closed, they filled that check out for six hundred and five thousand dollars; that is my impression.

Q. 59. You mean yourself and Mr. Frieze?

A. Yes, sir; but the stocks we did not do anything with; we only reported the amount, and they agreed to take them and divide them, and take half and half—his part of them at par; whether they were worth five cents or a thousand dollars, it made no odds; they took them all at par; I can't recollect whether we deducted those stocks or not from the check; but it was paid for.

Q. 60. Whose check was it that was given?

A. It was William Sprague's individual check.

Q. 61. Do you remember what bank it was on?

A. I think it was on the Globe Bank; but they never went in
238 in the form of a check, because what he had advanced Byron was taken out of it, and he gave a check for the balance, I suppose.

Q. 62. Then, the check that you speak of was a voucher of the amount of the purchase money?

A. $605,000.

Q. 63. You are satisfied, are you not, that the appraisal which you

made in 1862-'3, and to which you have testified here, was a just and fair one?

A. If ever I did a thing intentionally fair, I did that.

Q. 64. Please state whether the different mills and the machinery contained in them were substantially the same as to the extent of the property, the real estate and the machinery, that they were afterwards in 1865.

A. No, sir.

Q. 65. How did it differ?

A. It differed in that they were putting in machinery into these same mills that we appraised in 1862.

Q. 66. Now, which of the mills did they put the new machinery into?

A. Most of it was put into the Baltic.

Q. 67. How as to the Cranston Point works?

A. There was not much change in Cranston; there were some old machines that were thrown out, and some new ones were put in.

Q. 68. In what other places did you examine the property?

A. We went to all the mills; we examined through everything except the goods in New York—the print cloths in New York and the chemics in New York; they agreed that Mr. Hoyt or some one there should appraise them, and send us the amount, which they did.

Q. 69. Are you able to state, from your knowledge of the business, to what extent A. & W. Sprague or William Sprague were engaged in outside business operations or speculations?

A. No, sir; I could not.

239 Q. 70. Do you know of any of those operations?

A. Yes, sir; there were some; but I never went into it; I never entered into their business at all; there were some pretty heavy losses.

Q. 71. Did you become aware of some pretty heavy losses in such operations at the time of this appraisal—outside business and speculations?

A. Yes, sir; there were some; there was that cotton speculation, which was a loss, and then there was a large coal loss in Pennsylvania.

Q. 72. Do you recollect the amount of the loss on the cotton speculation?

A. Forty-three thousand dollars, as we had it.

Q. 73. And in the coal?

A. I could not say.

Cross examination by Mr. THURSTON:

Cross-q. 1. Do you understand that the coal speculation and the cotton speculation were the private speculations of Amasa and William, or business on account of parties concerned?

A. I don't know; they rendered them to us as being part of their assets; they had the property on hand.

Cross-q. 2. That is, assets of the copartnership; were they not?

A. Yes, sir.

Cross q. 3. What is your age?

A. Eighty-two and a half.

Cross-q. 4. Do you remember the fact that a reference was made to John A. Gardner and Benjamin F. Thurston in 1865, which involved the ascertainment of the property owned by the A. & W. Sprague firm, including the Quidnick Company property?

A. Yes, sir; I remember that.

240 Cross-q. 5. Did you not, during the whole of the period that that appraisement was going on, render assistance to the referees in all matters connected with the appraisement and ascertainment of the values of the mill properties and the property at the print works?

A. Yes, sir; as regards the property, I did; and the mills and the printing establishment.

Cross q. 6. Did you not refer to, and were you not aided by, the appraisement which you had made in connection with Mr. Frieze in 1862; did you not refer to, and, so far as they were of any use, use those papers?

A. Yes, sir; we used them.

Cross-q. 7. In order to ascertain the value of the mill properties fairly, did you not, for and on behalf of the referees, consult with Mr. Amos D. Lockwood?

A. Yes, sir.

Cross-q. 8. Is that gentleman the same person to whom you have referred in your direct examination as the person with whom you consulted after the appraisement had been made of Byron's interest?

A. Yes, sir; the same man.

Cross-q. 9. Do you recollect that you obtained from Mr. Lockwood, or made up after consultation with him, a sliding scale of the values of mill properties, predicated upon the condition of their machinery, the length of time that such machinery had been in operation, with the view of fixing a value upon mill property by the spindle?

(Objected to by Mr. Butler as immaterial and irrelevant.)

A. Yes, sir; and there it is. [Hands paper to Mr. Thurston.]

Cross-q. 10. Is the paper now presented the one referred to?

[Paper annexed, marked Exhibit Holmes' Schedule.]

(Objection to the paper by Mr. Butler as irrelevant and inadmissible.)

241 Mr. BUTLER. I wish to note an objection to all these questions.

Cross-q. 11. Do you remember that you attended personally with the referees, Mr. Gardner and Mr. Thurston, upon tours of inspection to the different mills and manufacturing establishments?

A. Yes, sir; I remember that perfectly.

Cross-q. 12. Between 1862 and the time when the second appraisement was made in 1865, was not the Baltic mill supplied with nearly entirely new machinery?

A. Pretty much—a large portion of it.

Cross-q. 13. Do you remember whether the Quidnick mills, 1 and 2, had also a considerable portion of machinery changed during those years?

A. Yes, sir; machinery was taken out and a good deal of machinery put in.

Cross q. 14. Do you recollect whether there were any changes made within that period in the machinery of the Arctic and Natic mills?

A. Well, I could not say about that; the Natic mills were always throwing out and putting in machinery; but I don't remember about the Arctic.

Cross-q. 15. In the year 1862 or 1863, when the new machinery was put into the Baltic mill, was not the previously existing machinery, as you understand it, old and worn out?

A. Oh, no; not in the Baltic mill, the machinery was not thrown out; new machinery was put into the Baltic mill; they kept putting it in all the time; but there was none thrown out it was added to.

Cross q. 16. To the best of your recollection, was not the Arctic mill destroyed by fire between the time that Byron sold out and the time when the Gardner and Thurston appraisement was made in 1865?

A. Well, I could not say; I suppose I might have found out if I had known that that question was coming.

242 Cross q. 17. Are you not sure that the mill was burned after the sale made by Byron?

A. It was burned after William bought Byron out; it was after that; it must have been.

Cross-q. 18. And was it not rebuilt and supplied with machinery before the appraisement in 1865?

A. Well, I should think it might—for, you see, they hurried it very fast.

Cross-q. 19. Have you had considerable experience in the appraisement of manufacturing property for manufacturing cotton goods?

A. Yes, sir; I have had some.

Cross-q. 20. State whether it is the usual method of appraising such property, to appraise it by the spindle, as a unit of measure of value?

A. Why, I don't know why it should not be.

Cross-q. 21. Was not the Lyman Frieze, to whom you have referred as being associated with you, the confidential clerk of A. & W. Sprague?

A. I considered him so while he was there.

Cross-q. 22. Is it not the fact, that prior to the time when Mr. Frieze went into the employ of A. & W. Sprague, the books were kept upon the single entry system?

A. Altogether so.

Cross-q. 23. Can you now recollect how long before the appraisement was had of Byron's interest it was that Mr. Frieze had entered into the employ of A. & W. Sprague?

A. Well, I guess he did not enter until a short time before, did he? I don't recollect about when it was.

Cross-q. 24. You were, for many years, intimately acquainted with both Amasa and William Sprague, seniors, were you not?

A. Oh, yes, sir.

243 Cross q. 25. Can you give us any idea of what the value of the property of A. & W. Sprague was at the time of the decease of Amasa Sprague in 1843?

A. I think they made a great deal more money afterwards than they did previous; but I don't know what amount.

Cross-q. 26. Can you now recall how much A. & W. Sprague were estimated to be worth, over and above their debts, at the time of the death of Amasa Sprague?

A. I don't know; no, sir; a large portion of the property of A. & W. Sprague was built after Amasa died.

Cross-q. 27. Can you now recollect which of the mills were built after the death of Amasa?

A. Well, the Baltic, the Arctic, the Pautucket, the one in Quidnick; those were the mills.

Cross q 28. How largely were the print works increased after the death of Amasa Sprague?

A. Well, I guess they were about doubled.

Cross-q. 29. Do you now remember how many printing machines were run at the time of the death of Amasa Sprague, or about how many?

A. No, sir, I do not; not at the time of his death.

Redirect examination by Mr. BUTLER:

Q. 74. Mr. Holmes, when you were asked what A. & W. Sprague were estimated to be worth at the time of the death of Amasa, you understood the question to be what they were worth at the death of William, and said (aside to counsel) they were variously estimated to be worth from three to five millions; that was the fact in regard to A. & W. Sprague, at the death of William, was it not?

A. Yes, sir.

Q. 75. Can you recollect what you found to be the amount of liabilities and debts of A. & W. Sprague in 1865, when the Thurston and Gardner reference was had?

A. No, sir, I do not; I had nothing to do with that.

244 Q. 76. Did you, at that time, have anything to do with any examination of the books or accounts?

A. I did not.

Q. 77. Was your action and service confined to the valuation of the mill property?

A. Yes, sir, altogether; and other property.

Q. 78. What other property?

A. The property connected with the mills.

Q. 79. But you did not make any examination of the books or accounts, or the situation of the business, as between the different parties interested?

A. No, sir.

Q. 80. At whose request did you act in reference to the mill property in 1865?

A. I cannot tell for certain.

Q. 81. You can't remember who it was that came to you to ask you?

A. No, sir, I cannot; only I know I went with Mr. Thurston and Mr. Gardner.

Q. 82. The Arctic mill, which you have spoken of, was a part of the Quidnick property, was it not?

A. Yes, sir, that belonged to Byron; that was not included in this sale.

The witness after hearing the deposition read over, states that in answering "no others" to the twelfth direct interrogatory, he meant no others connected with the Sprague family; and that he has settled a number of other estates and some pretty large ones.

GEO. B. HOLMES.

Subscribed before me.

SAMUEL W. PECKHAM,
Examiner.

245 *Exhibit Holmes Schedule.*

Machinery is good on an average..... ..... 20 years.
Buildings are good on an average..... ..... 50 "

New.		8 yrs.	11 yrs.	12 yrs.	15 yrs.
Buildings	4.	3.36	3.00	2.94	2.70
Machinery and shafting	8.50	4.	3.00	2.70	1.70
Water power	1.50	1.50	1.50	1.50	1.50
Wheels and main geers	.75	.30	.20	.18	.12
Furniture and belting	1.75	.75	.62	.62	.58
Pits and races	.50	.50	.50	.50	.50
	17.00	10.41	8.82	8.44	7.10

New mills with modern improvements and new machinery would vary as follows:

New.	8 years.	11 years.	12 years.	15 years.
$18 00	$13 01	$11 42	$10 89	$9 30

The basis is made upon values before the war, and also upon the supposition that the machinery and buildings have been well cared for, and all have a good share of reservoir supply.

246 *Deposition of Duncan E. MacKenzie.*

UNITED STATES OF AMERICA,
Southern District of New York,
City, County, and State of New York, ss:

Be it remembered that on this tenth day of January, in the year of our Lord one thousand eight hundred and seventy-seven, I, James H. Gilbert, a commissioner duly appointed by the circuit court of the United States for the southern district of New York, in the second circuit, under and by virtue of section 627 of the Revised Statutes of the United States, did call and cause to be and personally appear before me, at No. 111 Broadway, in the city of New York, in the said southern district of New York, in the State aforesaid, Duncan E. MacKenzie, to testify and the truth to say on the part and behalf of the complainants in a certain suit or matter of controversy, now depending and undetermined in the district court of the United States for the district of Rhode Island, wherein William S. Hoyt is complainant and Amasa Sprague and others are respondents, and in a certain other suit now pending and undetermined in said court, wherein Charles G. Francklyn and another are complainants, and the said Amasa Sprague and others are respondents; and the said Duncan E. MacKenzie, being about the age of forty-nine years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Duncan E. MacKenzie, and he did thereupon depose, testify, and say as follows, viz:

I reside at number 607 Lafayette avenue, in the city of Brooklyn and State of New York; I am a bookkeeper by occupation; I was bookkeeper for Hoyt, Spragues and Company at the time of the dissolution of that firm by the death of Mr. Hoyt, in May, 1874, and had been bookkeeper with them from the formation of that partnership in 1859.

247 (By consent of respective counsel the examination of this witness was here suspended and adjourned to Wednesday, January 24th, 1877, at eleven o'clock in the forenoon of that day, at the office of Messrs. Butler, Stillman & Hubbard, No. 111 Broadway, in the city of New York.

By consent of respective counsel the examination of this witness was adjourned to Tuesday, January 30th, 1877, at eleven o'clock in the forenoon of that day, at the office of Messrs. Butler, Stillman & Hubbard, No. 111 Broadway, in the city of New York.)

NEW YORK, *January 30th*, 1877.

Parties met at 11 a. m. pursuant to adjournment, and the examination of Duncan E. MacKenzie was continued as follows:

By Mr. BUTLER:

Q. Please state when the firm of Hoyt, Spragues & Co. was formed.

A. January 1st, 1859.

Q. Who were the copartners in that firm?

A. Edwin Hoyt, Byron Sprague, William Sprague, Amasa Sprague, Nehemiah Knight, and William Brenton Greene.

Q. What was the capital of that firm?

A. (After referring to book.) About $510,000 put in during the year 1859.

Q. How much of that capital was contributed by A. and W. Sprague?

A. $100,000.

Q. Cash?

A. Yes, sir; it was a draft on Hoyt, Tillinghast & Co.

Q. State how the rest of the capital was made up.

A. It was put in in cash in accounts turned over from Hoyt, Tillinghast & Co., and in bills receivable.

248 Q. All goods assets?

A. They were all goods assets.

Q. What accounts were kept with the different partners in respect to the capital of the joint stock of the concern?

A. They were kept in Edwin Hoyt stock account, A. & W. Sprague stock account, Nehemiah Knight stock account, and William Brenton Greene stock account.

Q. I understand you that the account of A. & W. Sprague was a single account in their joint names?

A. Yes, sir.

Q. What was the business of the firm of Hoyt, Spragues & Co.?

A. Dry goods commission.

Q. From whom did their consignments of goods chiefly come?

A. A. & W. Sprague were large consignors; the Atlantic Delaine Company were also large consignors; there were other accounts, pretty large consignors, but those were the principal ones.

Q. Up to what time were consignments made by A. & W. Sprague as a firm?

A. (After referring to book.) We kept the accounts in the name of A. & W. Sprague up to the 1st of April, 1866; after that, I believe, we rendered the accounts in the name of A. & W. Sprague Manufacturing Company—that is, the merchandize accounts; the stock account was never changed from A. & W. Sprague.

Q. Have you here present before the commissioner the original books of account of Hoyt, Spragues & Co. in which the accounts to which you have referred were kept?

A. The ledgers.

Q. By whom are the entries in those ledgers made?

A. By myself.

249 Q. Please state what entered into the stock account of A. & W. Sprague as kept by you on the debit and credit side.

A. On the credit side we credited them with the amount of capital they put in; the interest on that annually and their proportion of stock or profit when it was made up annually; on the debit side we charged them with the amounts they drew out, or was drawn or paid out for them, and where it was a loss we charged them with their proportion of the loss or stock account; we paid out of their stock account the taxes on their capital.

Q. In the State of New York?

A. Yes, sir.

Q. Did you state how often those accounts were written up?

A. They appear to be made up in 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, and 1872.

Q. What was the proportionate interest of A. & W. Sprague in the business, profits, and losses?

A. They commenced with an interest of 20 per cent.

Q. 20 per cent. each?

A. 20 per cent for A. & W. Spragues; 20 for Mr. Knight; 20 per cent. for Mr. Green, and 40 per cent. for Mr. Hoyt; sub'quently Mr. Knight's percentage was reduced to 10 and theirs increased to 30.

Q. Give the date of that increase.

A. January 1, 1864.

A. The interest of the Spragues was increased from 20 per cent. to what?

A. Thirty.

Q. Did it so remain afterwards.

A. It remained that way until 1867, I believe; (after looking at book,) 1st January, 1867, their proportion was increased 10 per cent.; they then had 40, and Mr. Knight 10 and Mr. Green 10.

250 Q. State how it was as to the profits to the credit of the Spragues being drawn out by them, or left in the concern.

A. There was a part drawn out by them, a small amount.

Q. How was it in the main as to their profits being left in the concern?

A. It was left there generally.

Q. Can you state how the account stood from year to year in respect to balances of profits to their credit?

A. Yes, sir.

Q. Please do so.

A. (After looking.) On the 1st of January, 1860, there was a balance in their favor brought down to their credit of $139,000; 1st January, 1861, $178,000; 1st January, 1862, $147,000; 1st January, 1863, $211,000; 1st January, 1864, $365,000; 1st January, 1865, $601,000; 1st January, 1866, $797,000; 1st January, 1867, $904,000; 1st January, 1868, $971,000.

Mr. THURSTON. Put them in all the way down.

WITNESS. (Continued.) January 1, 1869, $1,083,000; January 1, 1870, $995,000; that was afterwards changed and a second balance was brought down to their credit of $968,000 on the 1st January, 1870; on January 1, 1871, $1,073,000; January 1, 1872, $1,186,000; the following ledger I have not got here.

Q. Were any drafts made during the year 1865 against their share of profits?

A. In 1865, 30th November, we paid $2,990 in cash

Q. Is that the only debit during that year?

A. That is the only debit to their stock account that year.

Q. Please state approximately as near as you can the balance of profits to this account on the 31st March, 1865.

A. On the 1st of January, 1865, there was a credit of $601,000 between that and the 31st of March.

Q. There were no drafts drawn against it between that and the 31st of March?

A. No, sir.

251 Q. On January 1, 1866, there was a balance of what?

A. Balance of $797,000; their share of profits during the year 1865, according to the books, was $156,000.

Q. For the entire year.

A. Yes, sir.

Q. Do these ledgers, now produced, show how the accounts of consigned goods were kept during the same periods that you have referred to?

A. Yes, sir.

Q. How were those accounts kept in respect to goods consigned by the Spragues—in whose name?

A. Up to 1865 in the name of A. & W. Sprague.

Q. Please refer to the books and give us the exact dates in this respect.

A. (After looking.) The balances of accounts as they were written up?

Q. (Interrupting.) I want to find out how long the consignment account was kept with A. & W. Sprague; when it was changed.

A. The account was kept, according to this ledger, with A. & W. Sprague up to the first April, 1866. Previous to that we used render them semi-annual account current; at their request, on the 1st of April, or 31st of March, we rendered them an account current, bringing a balance down to their credit on the 1st of April, 1866, of $748,000.

Q. Thereafter the merchandise account was kept with the A. & W. Sprague Manufacturing Co.?

A. Yes, sir.

Q. Do the books show these half-yearly balances of account?

A. Yes, sir.

Q. Please state those from the beginning of the firm down to and including the year 1865.

A. On the 1st July, 1859, we rendered them an account cur-
252 rent for balance against them of $2,000; January 1, 1860, account current balance in their favor, $17,000; July 1, 1860, balance in their favor, $13,000; January 1, 1861, balance to their debit, $97,000; July 1, 1861, balance to their credit, $70,000; January 1, 1862, $36,000; July 1, 1862, balance to their credit, $251,000; Jan'y 1, 1863, balance to their credit, $211,000; July 1, 1863, balance to their credit, $443,000; January 1, 1864, balance to their credit, $483,000; July 1, 1864, balance to their credit, $833,000; January 1, 1865, balance to their credit, $349,000; July 1, 1865 balance to their credit, $1,321,000; January 1, 1866, balance in their favor, $312,000.

Q. State whether or not the balances you have given in your last answer represent the amount to the credit of A. & W. Sprague over and above all outstanding acceptances drawn by A. & W. Sprague upon Hoyt, Spragues & Co.

A. It includes all drafts made by A. & W. Sprague and accepted by Hoyt, Spragues & Co. up to that da e.

Q. It excludes, you mean?

A. It includes.

Q. (Repeated.)

A. All the drafts accepted by Hoyt, Spragues & Co. up to that time.

Q. All those were charged up as fast as they were accepted?

A. Yes, sir.

Q. And the balances over and above those outstanding acceptances?

A. Over and above their outstanding acceptances.

Q. Were the acceptances charged as cash to the date of acceptances?

A. No, sir; they were charged at the maturity of the acceptances; that is, they were charged as cash at the maturity of the acceptances.

253 Q. They were charged, were they not, at the date of the acceptance and entered to the debit of the account?

A. Yes, sir; at the date of their acceptance.

Q. Discounting the interest, or adding the interest?

A. In making up our account currents we credited and debited the interest as the case occurred.

Q. How was it as to the crediting them with the proceeds of sales?

A. All sales made up to the date of those accounts were credited to them.

Q. Then in the balance of credit shown the proceeds of sales were credited, all the outstanding acceptances were charged?

A. Yes, sir.

Q. During the period that you have mentioned that is covered by these accounts to which you have referred, were all the drafts of A. & W. Spragues against consignments of goods?

A. Yes, sir; I presume they were.

Q. No accommodation drafts during that period?

A. No, sir; not that I know of.

Q. To what extent did you have knowledge of the affairs of Hoyt, Spragues & Co., so far as they entered into the books during the time to which you have referred?

A. I had knowledge of their general business.

Q. Were the entries in the books made by you or under your supervision?

A. Yes, sir.

Q. Please state to what extent you gave your personal attendance and attention to the business?

A. Pretty thoroughly.

Q. As to your being there daily?

A. I believe I was three days away during twenty years.

Q. You knew Mr. L. B. Frieze, who is now present, at that time?

A. Yes, sir.

254 Q. What was his connection with the business of A. & W. Sprague?

A. He was managing the business, as I understood, at the Providence end; he used to sign drafts.

Q. Drawn by A. & W. Sprague on the house in New York?

A. Whether that was A. & W. Sprague or the A. & W. Sprague Manufacturing Company I am not prepared to say; but in connection with the A. & W. Spragues he used to sign drafts on Hoyt, Spragues & Co.

Q. In the year 1865, prior to and on the first of April, 1865, who personally represented or attended to the business of A. & W. Sprague so far as you knew?

A. Byron Sprague during the early years of the copartnership used to be in New York more than any of the others—that is, used to be in the store more than any of the others.

Q. Anybody else?

A. Mr. Frieze used to represent them there, and Mr. William Sprague sometimes, and Amasa Sprague occasionally, but seldom, and Mr. Gallup.

Q. In the year 1865, about that time, did you know or hear anything of an appraisal of the property of A. & W. Sprague, or of their firm in Rhode Island?

A. I don't remember anything about it.

Q. Were you called upon to make, or did you make, any statement of the stock account, or any other account, of A. & W. Sprague with Hoyt, Spragues & Co. at or about that time—any special account?

A. I remember at the time they were settling up with Byron Sprague there was an estimate made; that is the only one I remember anything about.

Q. Do you refer to an estimate of the value of his interest in the firm of Hoyt, Spragues & Co.?

A. Yes, sir; of the property on hand.

Q. Aside from that, was any estimate made or inquiry made
255 with reference to the value of the interest of A. & W. Sprague in the firm of Hoyt, Spragues & Co., in the spring of 1865?

A. Not to my knowledge.

Q. State whether or not such value could have been ascertained from the books.

A. Yes, sir; it could have been approximately ascertained.

Q. State when, if ever, Hoyt, Spragues & Co. came in advance to A. & W. Sprague, or A. & W. Sprague Manufacturing Co., beyond the goods consigned to them.

A. April 1, 1866, there was a balance in their favor, $748,000; July 1, 1866, $468,000 to their credit; January 1, 1867, $85,000; April 1, 1867, a balance to their debit of $58,000; July 1, 1867, a balance to their debit of $134,000; January 1, 1868, a balance to their debit, $351,000; April 1, 1868, balance to their credit of $629,000; July 1, 1868, balance to their credit, $248,000; January 1, 1869, a balance to their debit of $305,000; April 1, 1869, a balance to their debit, $565,000; on the 1st July, 1869, there was a balance against the manufacturing company of $815,000; on the 1st January, 1870, balance, $1,024,000; April 1, 1870, $1,844,000; July 1, 1870, $2,733,000; January 1, 1871, $2,101,000; April 1, 1871, $3,094,000; July 1, 1871, $3,566,000; January 1, 1872, $4,009,000; April 1, 1872, $3,997,000; July 1, 1872, $4,645,000.

Q. State how these balances on the debit side of the account arose.

A. By the payment of cash and the acceptance of their drafts in excess of the sales and cash receipts from them or other receipts from them.

Q. From the sales of goods?

A. From A. & W. Sprague Manufacturing Company.

Q. You spoke of an appraisal in respect of Byron Sprague's interest; please give the date of that appraisal as near as you can.
256 A. My impression is that the appraisal was made in 1862 or 1863.

Q. State how it was as to the volume of the business after 1862 or 1863, whether it increased or decreased.

A. It increased very much.

Q. When did it begin to increase?

A. In 1863 the increase was large; in 1862 the sales in New York were $7,000,000, and in 1863 they were $11,000,000; they were never under that until 1867; that is, in 1863 the New York sales were $11,000,000; in 1864, $14,000,000; in 1865, $11,000,000; 1866, $11,000,000; and 1867, $9,000,000; 1868, $10,000,000; 1869, $11,000,000; 1870, $10,000,000; 1871, $11,000,000; 1872, $10,000,000; 1873, until the first November, they were $9,000,000.

Q. You speak now of the entire gross sales?

A. Yes, sir; of the New York house.

Q. Were commissions on these sales charged, and did those commissions constitute the profit of the business?

A. Yes, sir.

Q. How did these amounts of sales compare with those previous to the year 1862?

A. In 1859 the sales were $4,000,000; in 1860, $4,000,000; 1861, $4,000,000.

Q. State more particularly in reference to the advances made by Hoyt, Spragues & Co. over and above sales of goods, in what way the advances were made, and how they were availed of by A. & W. Sprague.

A. The balance on the 1st April, 1869, was $565,000 to their debit; in April we accepted for them $674,000 of drafts, that is, in April, 1869; in May there was $655,000 of drafts accepted for them, and in June there was $704,000 of drafts accepted by them.

Q. Repeated.

A. Do you wish the credits?

257 Q. No; I want you to state generally how this was done; whether A. & W. Sprague received those acceptances and availed of them as cash.

A. A. & W. Sprague used to draw on us; sometimes they would send them through the bank, and sometimes they would send them by mail, and we returned them to A. & W. Sprague; we sometimes sold them on the market, but very seldom, and passed the proceeds to their credit as cash.

Q. In either case were those acceptances availed of as cash by A. & W. Sprague; did they receive the benefit of them?

A. Yes, sir.

Q. And the acceptances were paid at maturity by Hoyt, Spragues & Co.?

A. Yes, sir.

Q. Irrespective of the state of the merchandise account?

A. Yes, sir.

Q. So far as you know, was there any rule or system or order of business under which these acceptances were drawn, or were they drawn by the Spragues according to their own will?

A. Yes, sir; they were drawn by them without any reference to the condition of the account, or rather they were accepted by us without any reference to the condition of the account.

Q. They were drawn by them and accepted by Hoyt, Spragues & Co. without any reference to the condition of the merchandise account?

A. Yes, sir.

Q. Please state what was the condition of the account and what was the fact in November, 1872, as to Hoyt, Spragues & Co. being in advance to A. & W. Sprague, in excess of the proceeds of consigned goods.

A. The end of November.

Q. No, the beginning of November.

258 A. According to this there would be a balance of about $4,266,000 on the first of November, 1872, to the debit of A. & W. Sprague Manufacturing Company. That is the fact as appears from the ledger.

Q. Now state explicitly of what that balance consisted.

A. On the 1st July, 1872, there was a balance of account rendered to them to their debit of $4,645,000; in July we accepted their drafts to the extent of $1,355,000; in August to the extent of $1,313,000; in September, $1,118,000; in October, $1,213,000; we paid out in cash items about $2,000—cash and other items; there were goods charged back to them about $24,000; we received from them in cash in July, $895,000; sales for July, $298,000; in August cash from them, $885,000; sales in August, $434,000; cash in September, $1,095,000; sales in Sep-

tember, $670,000; cash in October, $810.000, and sales in October, $314,000; leaving a balance of about $4,266,000 against them.

Q. Then this balance consisted of actual advances made by Hoyt, Sprague & Co., up to November, 1872, after crediting all cash payments and all proceeds of goods sold?

A. Yes, sir; including acceptances charged.

Q. Was there a change between the 1st and 9th of November, 1872?

A. I have no means of knowing here.

Q. How was it on the 1st December?

A. On the 1st December it stood about the same—$4,266,000.

Q. Did the account to which you have referred embrace all the transactions between Hoyt, Sprague & Co. and A. & W. Sprague, or the A. & W. Sprague Manufacturing Co.?

A. Yes, sir; all but the stock account.

Q. To which you have referred?

A. Yes, sir.

259 Q. The advances of cash and acceptances to which you have referred were made from time to time in the regular course of the business as it fell under observation, were they not?

A. Yes, sir.

Q. Did you or not make out or keep the record of the acceptances?

A. Mr. Knight entered the acceptances on the bill book.

Q. And from that you transferred them to what account?

A. From the bill book to the journal, and from the journal to the ledger.

Q. And these entries were made daily, as the transactions occurred?

A. From the bill book to the journal?

Q. Yes.

A. No, sir; monthly as the transactions occurred.

Q. Had you knowledge of the checks that were drawn to meet the acceptances as they matured?

A. The acceptances were paid through the bank; we did not draw checks to meet them.

Q. How did they go into your accounts?

A. The bank charged them to us, and returned them to us as vouchers.

Q. And when those vouchers came in then the proper entries were made in your books?

A. We charged them up from our books each day as they matured.

Q. They were charged against the Spragues when they were accepted?

A. Yes, sir; as between us and the bank we gave them credit each day for our acceptances maturing that day.

Q. So that you had knowledge of the advances as they were made from time to time?

A. Yes, sir.

260 Q. State whether at any time in the month of November, 1872, A. & W. Sprague or the A. & W. Sprague Manufacturing Co. were in advance to the concern of Hoyt, Spragues & Co. to any amount.

A. No, sir; not over the acceptances at no time in November, 1872; the sales and cash we had received from them did not reach the amount of the acceptances we had issued.

Q. Can't you answer my question directly, yes or no?

A. No; they were not.

Cross-examined:

Q. At what time did Hoyt, Sprague & Co. suspend payment?

A. 30th October, 1873.

Q. Will you please add to your deposition by referring to the books, which you have not with you at the present, the condition of the stock account of the several partners down to the time when Hoyt, Sprague & Co. failed?

A. Yes, sir.

Q. Will you also add to your deposition by referring to the books, not here present, the continuation of the statement of account as between the partners and the company down to the time of the failure?

A. Yes, sir.

Q. You said that A. & W. Sprague were one of the partners in the firm of Hoyt, Sprague & Co.; do you know, or have you any means of knowledge, what persons composed A. & W. Sprague?

A. I understood, at the time, that it was Byron Sprague, Amasa Sprague, and William Sprague.

Redirect:

Q. There was no separate stock account kept with Byron Sprague?

A. No, sir; there was no separate stock account kept with any of the Spragues.

261 (It is stipulated that the testimony of this witness, and the other witnesses to be examined on behalf of the complainant, be taken down and written out by the stenographer with like effect as if written down by the commissioner in person, and is to be read over to the witnesses and signed by them, respectively, and authenticated by the commissioner and transmitted to the clerk in accordance with the equity rules, and that said testimony shall be used in both the above-entitled actions, and in any proceedings therein, with like effect as if separately taken in each of said actions.)

On reading over the deposition to witness, he says that in my reply to the first question on page 13 ( ), I spoke entirely from memory, and I found, by reference to the books, that Mr. Frieze did not sign time drafts on Hoyt, Sprague & Co. In my reply to the second question, on page 15, which was, "State when, if ever, Hoyt, Sprague & Co. came in advance to A. & W. Sprague or A. & W. Sprague Manufacturing Company beyond the goods consigned to them," my reply was, "About the first of July, 1869." The debit balance against them previous to that time had been covered by goods on hand. In replying to that last question, on page 16 ( ), I gave the figures of the entire sales from all consignors. If the question referred to the A. & W. Sprague sales alone I should have replied that our net sales for them in 1859 were $1,766,000; in 1860, $2,241,000; in 1861, $1,741,000; in 1862, $3,258,000; in 1863, $5,345,000; in 1864, $5,693,000; in 1865, $7,135,000; in 1866, up to April 1st, for A. & W. Sprague, $1,900,000, and for the A. & W. Sprague Manufacturing Company for the balance of the year, $4,710,000; in 1867, $5,933,000; in 1868, $6,097,000; in 1869, $7,409,000; in 1870, $6,065,000; in 1871, $6,065,000; in 1872, $5,044,000; in 1873, $4,639,000.

262 The A. & W. Sprague stock account shows balances to their credit subsequent to the times given by me in my direct examination down to the time of the suspension, as follows:

On the 1st of January, 1873, $1,279,000. Their merchandise account subsequent to the balances already given shows on the 1st of January, 1873, a debit balance of $4,256,000; the 1st of April, 1873, $4,175,000;

the 1st of July, 1873, $4,835,000. This was the last balance rendered previous to the failure.

DUNCAN E. MACKENZIE.

Subscribed and sworn to before me the 2d day of February, 1877.

JAMES H. GILBERT,
U. S. Commissioner.

Deposition of Mary Sprague.

MARY SPRAGUE, having been duly sworn, testifies as follows in answer to interrogatories propounded:

By Mr. BUTLER:

Q. 1. Mrs. Sprague, you are the widow of William Sprague, deceased?

A. Yes, sir.

Q. 2. Can you give the date of your marriage?

A. I was married in 1821, the 23d of December.

Q. 3. Can you give us your age when you were married?

A. I was in my 21st or 22d year.

Q. 4. Was Amasa Sprague the older or younger brother of your husband?

A. He was younger.

Q. 5. Were they copartners at the time you were married?

A. They were engaged in business together with their father, William Sprague, the elder.

Q. 6. It was the manufacturing business?

263 A. Yes.

Q. 7. Do you recollect the time of the death of Amasa Sprague?

A. I recollect his death; it was about 1843; he died at Cranston, Rhode Island; he was murdered on his farm in Cranston; my husband was in Washington at the time; he was then United States Senator.

Q. 8. What family did Amasa leave?

A. He left his widow, Fanny, his sons, Amasa and William, and his daughters, Mary Anna and Almira; Mary Anna is now the wife of Frank Latham, Almira now the wife of Thomas A. Doyle.

Q. 9. Please state your own family.

A. I had two children, Susan, who married Edwin Hoyt, and my son Byron; these were the only children of my marriage with William Sprague.

Q. 10. On the death of Amasa Sprague, did your husband, William Sprague, give his attention to the business, and to what extent?

A. He immediately resigned as Senator and came home and gave his whole time to the business, and exerted himself very much; and had no partner up to his last illness; he was taken sick on the 1st day of October, 1856, and died on the 19th of the same month in Providence.

Q. 11. Did he form any, and what, copartnership during that last illness?

A. That I really don't know anything about; I think there were some writings, and the last time he used a pen in reference to partnership arrangements; my son Byron became interested in the business then with Amasa and William, the nephews of my husband.

Q. 12. Your husband left no will?

A. No.

264 Q. 13. During the period between the death of Amasa Sprague, the elder, and the death of your husband, where did Mrs. Fanny

Sprague reside, and what, if any, connection did her sons, Amasa and William, have with the business?

A. She resided part of the time at Cranston and part of the time in Providence; after Amasa and William Sprague, the sons, left school they came right in and were employed in the business, and made themselves very useful; this was about two years after their father's death; my son Byron came in in the same way, and perhaps a year before the other boys did.

Q. 14. After the death of Amasa, and up to the time of your husband's death, the business was conducted solely by your husband, was it not?

A. Yes.

Q. 15. So far as you know, did Mrs. Fanny Sprague have anything to do with the business?

A. I don't know anything about that.

Q. 16. Please give the dates of Mrs. Hoyt's marriage and death, and the names of her children.

A. She was married in 1843, and died, I think, in October, 1853; she resided in New York during all her married life; her children were Sarah, wife of J. Bowers Lee, Susan Sprague, wife of Charles G. Francklyn, Edwin and William S. Hoyt; they were all minors, under fourteen.

Q. 17. After your husband's death state how and by whom the business was carried on.

A. It was carried on by my son and his two cousins, the young men above named.

Q. 18. This was with your entire consent and approbation, was it not?

A. Yes.

Q. 19. Do you recollect the fact of your taking out letters of administration on your husband's estate, and letters of guardianship of the children of Mrs. Hoyt?

A. I remember the fact.

265 Q. 20. Please state where you signed the petition or bond relating to your appointment either as administratrix or guardian.

A. I think I signed them both in my own house in Providence; I have a distinct recollection of that, and of the administration and the guardianship; I don't know as I recollect what the papers were, but they related to the beginning of my acting as administratrix and guardian.

Q. 21. Have you any recollection of signing any paper or doing any act, either as administratrix or guardian, at any place since the signing of those first papers to which you have referred?

A. No, I do not; if I should have any papers read to me I should know; I have no such definite recollection of anything subsequent as I have in regard to the first papers.

Q. 22. At your husband's death of what did you understand his estate to consist?

A. Of course, where it always had been, in the manufacturing business.

Q. 23. Did you know at the time how much was in real estate, and how much in personal property, or how any of it was situated in reference to the business?

A. I did not know anything at all about it.

Q. 24. Did you undertake to give any personal attention to the business matters connected with the estate of your husband?

A. No, I did not; not at all.

Q. 25. Did you at any time attempt to ascertain the value or nature of the interest of Mrs. Hoyt's children in the estate?

A. No; I never did.

Q 26. Please state whether or not the whole property and business, and their management, remained in the hands of the young men as they had done in those of your husband before his death.

266 A. All went on just the same.

Q. 27. Where was the principal office of the firm of A. &. W. Sprague?

A. In the city of Providence, where it had been during my husband's life.

Q. 28. Who had the principal charge and management?

A. My son Byron, while he remained in the firm; he was treasurer and had care of the finances; William bought cotton, and attended to the mills; Amasa took charge of the print works at Cranston; everything went on after my husband's death as before; but they had the responsibility after his death.

Q. 29. So far as you know did they conduct the business according to their own ideas and on their sole responsibility?

A. They did.

Q. 30. Do you know where the letters of administration are which were issued to you by the probate court of Warwick?

A. I don't know where they are; I never had them in my possession.

Q. 31. Is your answer the same in reference to the letters of guardianship?

A. I have no recollection of having them; my son took care of all the papers.

Q. 32. Were you ever at the probate court in person?

A. No; I never was.

Q. 33. When any papers were signed, was it at your house, or where?

A. I signed some in New York, and the rest, I think, in my house; the papers I signed in New York were a bill of reference to have the property appraised; they were sent on from Providence to New York, where I was visiting; this is the only paper I signed in New York; all the other papers, I think, were signed in my own house.

267 Q. 34. At whose request or suggestion were the papers signed at your house?

A. My son and Mr. Hoyt; Mr. Hoyt was here when I signed those papers.

Q. 35. Which papers?

A. I mean the administration and the guardianship; I mean the first papers that I referred to as having been signed in my answer to int. 20; all the papers that I signed, I did at request of my son and Mr. Hoyt; my son looked out for my interests; I relied on Mr. Hoyt more than I did on my son.

Q. 36. With the exception of your son and Mr. Hoyt, did you advise or consult with any one as to your duties or rights as administratrix or guardian?

A. No, I did not.

Q. 37. Was that so in reference to any matters connected with the business?

A. Well, I wanted to know which would be the best way to go on with it, as it was, and I thought it better for myself and my grandchildren to let it all remain and let it be as it had been; I thought what was best for me would be best for my grandchildren.

Q. 38. Did not William Sprague and Amasa Sprague, as well as your son, agree with you in your view of the matter?

A. They did.

Q. 39. They were anxious to have it remain, were they not?

A. I can't say anything about it; it was all worked together; they never said much of anything about it to me; they never talked business much with me.

Q. 40. You never made, as I understand, any personal examination into the affairs of the business or its books or accounts?

A. Oh, no, I did not.

Q. 41. Did you ever propose to William or Amasa, or suggest to them or any one, to have winding up or accounting of the business?

268 A. No.

Q. 42. Nor they to you?

A. No.

Q. 43. Did you not, at the time, understand and suppose that Amasa and William were just as anxious to have the business go on as you and your son were?

A. I think they were; they wanted it all to go on together as it had been.

Q. 44. You never heard of any difference of opinion upon that point, did you?

A. No.

Q. 45. Did you, at the time, hear any question or difficulty suggested by any one as to going on with the business as before?

A. Oh, no; it all went on very well, indeed.

Q. 46. Did you have any consultation with, or do anything about, Mrs. Fanny Sprague, or her interest as administratrix in the business?

A. No; I never knew anything about her business at all.

Q. 47. Is it not the fact, Mrs. Sprague, that some of the papers that you signed, and acts that you did, were at the immediate request of William Sprague in regard to those matters?

A. I never signed any by his request.

Q. 48. Don't you recollect stating to Mr. Francklyn and to Mrs. Francklyn that some of these papers were signed at William Sprague's request, and that he made threats in connection with the same?

A. No, sir; that is all wrong; he never has been in the house when I have signed a paper, and he never has said anything to me about signing.

Q. 49. You recollect the fact of your son Byron retiring from the business?

A. I do, very well.

269 Q. 50. Do you recollect the date of that—about how long after his father's death it was?

A. Oh, it was some time—about six years, I think, after his father's death.

Q. 51. Did you know the reason of his retirement?

A. Well, I think he thought it would be better for him to do so.

Q. 52. Did you know anything about the terms upon which he sold out his interest?

A. No, I never did.

Q. 53. Did you, at the time or ever, make any inquiry on that subject?

A. Well, I didn't know exactly, of course; but I knew somewhere in the neighborhood of what he thought he had got.

Q. 54. Were you consulted or did you have anything to do with reference to that matter?

A. Nothing at all; I never knew it until ten days after he had sold out.

Q. 55. After his retirement, who had charge of the business?

A. Well, these two young men had the charge of the business—Amasa and William.

Q. 56. In reference to the financial matters, who took the place and performed the duties which previously had been performed by Byron?

A. Well, I really don't know.

Q. 57. Was not William Sprague after that time the active manager of the affairs of the business?

A. Well, I think he was.

Q. 58. Amasa was more particularly engaged, was he not, in the mill at Cranston?

A. Yes, sir; at the Cranston print works.

Q. 59. Was it not the fact that the general direction and management was in the hands of William Sprague?

270 A. Yes, sir; I think so.

Q. 60. Did you know, at the time, of the formation of the corporation—the A. & W. Sprague Manufacturing Company and the Quidnick Company?

A. Yes, sir.

Q. 61. How did you learn that those companies were to be incorporated?

A. Well, I heard it talked of, of course; my son said it must be incorporated—that they could not carry on the business unless it was incorporated.

Q. 62. Were you consulted, or did you do any act, in reference to the incorporation?

A. I was consulted by my son and Mr. Hoyt and William Sprague; but Amasa never said anything, and he never talked anything of business; but William came in one day, and said they must go into an incorporation—because such a large factory could not be worked unless they did.

Q. 63. Can you explain or account for the fact that up to the time of the incorporation no appraisement had been made or inventory filed of the estate of your husband or the minor children?

A. No; I don't think there ever was any.

Q. 64. That is not quite an answer to my question; can you account for it or explain it?

A. No, sir; I cannot.

Q. 65. Please state in what way you drew money or received payments for your own use.

A. Well, we all drew money alike; it was all one family until it went into the incorporation; after that it was charged whatever each family drew.

Q. 66. Up to that time, please state what is your understanding of the way the money was paid out to you and to others interested.

271 A. All the families lived, up to that time, upon the common property; it was so always after I married into the family; they always lived as one family, and drew what money they wanted.

Q. 67. Do you know whether there was ever any account on the books against you?

A. There never was any, that I knew of, before the incorporation, and after that every one had it charged; I don't know that there was before that anything ever charged to me; not to my knowledge.

Q. 68. Then, as I understand it, no accounts were rendered to you—no settlements made with you, from time to time?

A. No, sir; no settlements.

Q. 69. And equally after the time that Byron went out as before; this arrangement continued up to the time of the incorporation?

A. No, sir, it did not; I think not; I think that as soon as he left there were charges; I really cannot be certain about it; I cannot tell.

Q. 70. Beyond what you have stated, can you fix the time or tell from whom you first heard of the idea of the incorporation; have you any definite recollection about the time that you first heard that they intended to turn this into an incorporation?

A. I cannot recollect just the time, I am sure.

Q. 71. I want to know whether that is fixed in your mind at all?

A. Oh, no, sir; of course they talked about it, and when they got ready they did it—I knew and understood all about it, that it was going to be done.

Q. 72. It was a subject of conversation for a long time before it was done?

A. Yes, sir.

Q. 73. Do you know what delayed the execution of their purpose to make the incorporation?

272 A. Oh, no; I did not; I did not interest myself at all about it.

Q. 74. Do you recollect of any dividend or division being made before the incorporation at any time—any dividend to anybody?

A. I don't know; I am not sure whether I received any dividend before or not; I can't remember.

Q. 75. Have you any recollection of any dividend or division before your husband's death?

A. Oh, no, never; it all went on just the same as one family until he died.

Q. 76. Did you know anything about the sale of the interests of Mary, Anna, or of Almira?

A. No, sir; I have forgotten; I have heard about it at the time.

Q. 77. You have no present recollection about it?

A. No, sir; no recollection at all about it; I had nothing to do with it at the time; while my husband lived I had nothing to do with it at all.

Q. 78. And you were never consulted as to the purchase of those interests; when William and Amasa brought out those interests you were never consulted?

A. Bought out what interests?

Q. 79. They bought out the interests of Byron and the interest of Almira?

A. My husband did that before he died.

Q. 80. Not Almira's?

A. Yes, sir; Almira's interest he bought out before he died; I had nothing to do with it, and nothing to do with my son's selling out; if I had known, I should have been very unwilling for him to have done so.

Q. 81. In 1863, prior to the actual incorporation, did you know or take any steps to ascertain what the value of the property was?

273 A. No, sir.

Q. 82. Did you know or take any steps to ascertain what was the amount of the debts at that time?

A. Oh, no, sir; never.

Q. 83. Allow me to ask you, as a general question, whether you had any knowledge whatever of the state of the business, either as to the value of the property or the amount of the debts?

A. No, I never did; I never did until after it was appraised—never before that; I never knew or had any idea.

Q. 84. Let me ask what you know or recollect about the petition to the legislature.

A. Well; I know that they petitioned, of course, for an incorporation.

Q. 85. I don't refer to the petition for incorporation, but to the petition made by you in reference to the interests of the children; have you any recollection about that?

A. Well, no; I don't know as I have any recollection; I don't understand your meaning.

Q. 86. I will put the question more definitely. Do you recollect doing anything in regard to the incorporation—about the interest of Mrs. Hoyt's children?

A. Well, I don't understand what you mean.

Q. 87. Have you any recollection now of any act that you did about the interests of those children, in connection with the incorporation?

A. Well, I am forgetful; I have no present recollection about it; I cannot remember about it; of course I must have understood about it at the time.

Q. 88. Were not all the proceedings by which the property was turned into the incorporations entirely amicable and in the family?

A. Yes, sir, of course; so we all thought is was the best thing that could be done.

274 Q. 89. After the incorporation, was there any difference in the practical management of the business, or did it continue the same?

A. It continued the same.

Q. 90. The petition to the legislature, that I refer to, was a petition for an act authorizing you, as guardian, to put the interest of Mrs. Hoyt's children into the corporations; do you recollect signing such a petition and where you signed it?

A. Well, I don't know where I did sign it.

Q. 91. You have no present recollection of that act?

A. No, sir; I have no present recollection about that.

Q. 92. You have a recollection of signing the agreement for the appraisement in New York?

A. Yes, sir; before that I signed them there, and Mr. Hoyt signed them there.

Q. 93. Can you tell me how it is that you recollect signing the appraisement agreement more distinctly from the fact that they were sent on to New York?

A. I remember that very well indeed, because they were sent there, and Mr. Hoyt sent over on Broadway and got a gentleman to come over and witness it.

Q. 94. Now, beyond signing that paper, did you do anything about the appraisement yourself?

A. Oh, no; I had nothing to do with it. Of course I should not have known anything about appraising the property.

Q. 95. Did you examine the report of the appraisers, or take any personal interest in the matter?

A. I did; and I thought they appraised it full enough, too.

Q. 96. Please explain to me what the sum of $75,000 was, which was allowed to you by the appraisers.

A. Well, they bought so much of my property.

Q. 97. How did you receive the $75,000?

A. Well, I received it in stocks of all sorts; it is in that book if you want to see it; it was a great many different things.

275 Q. 98. Do you know what the $75,000 allowed to Byron was for?

A. No, sir, I do not; I don't know anything about that; I never knew.

Q. 99. Do you recollect making any inquiry to ascertain whether the legislature had passed the act or resolution for which you petitioned?

A. No, I never looked into it at all.

Q. 100. Your nephew William was governor of Rhode Island at that time, was he not?

A. They say so; I did not know it, or think of it at the time.

Q. 101. All these matters and proceeding are managed without your having any personal connection with them?

A. Well, I did not do anything about it; I was consulted and knew about it, and of course I thought it was for the best.

Q. 102. Did you not know that William Sprague was largely concerned in political and other outside matters?

A. Well, I knew he was concerned in political matters.

Q. 103. You knew that fact?

A. Yes, sir; of course I knew it.

Q. 104. Did that fact make any difference in your treatment of the subject?

A. No, sir; it did not.

Q. 105. Did your son Byron, or any one of these parties ever inform you to what extent they relied on their own judgment, and to what extent they acted under legal advice?

A. Oh, no, sir; never.

Q. 106. Did you receive your share of stock in the corporation?

A. Oh, no; I never "received" it; it all went on just the same. I knew how much I had, of course, but I never had them in my possession; I knew all about what I had.

276 Q. 107. As I understand you, you made no inquiry or investigation to see whether the appraisal was correct or not; you took it for granted that it was?

A. I thought of my own judgment that it was right, and I thought they made as much of it as they ought to. I was perfectly satisfied with what they said belonged to me.

Q. 108. Your satisfaction was not, as I understand, the result of any examination that you made into the figures, or books?

A. No, sir; I did not make any figures, but I was satisfied with it.

Q. 109. You were so satisfied with it, were you not, that it never occurred to you that there ought to be any other accounting; that is so, is it not; you thought that was all the accounting that was necessary?

A. Well, I thought so; yes, sir.

Q. 110. You knew, did you not, that the appraisal that was made was a private matter entirely—that it was not public?

A. Well, I didn't know but it was public; I thought everybody knew it; I did not know that there was any privacy about it.

Q. 111. Did you ever see the appraisal, the paper which contained the appraisal of the property?

A. Well, I don't know as I saw it altogether, but I saw mine separate, and that for my grandchildren.

Q. 112. Where did you see that?

A. Well, it was brought here on a book; I think there was some

Q. 145. Did you tell Willie Hoyt that his father would not advise you?
A. No, sir.
Q. 146. What was it that you said?
A. I said that he ought to have advised me, and done different from what he did do, for my husband had said that Mr. Hoyt would take care of me. I asked my husband what I should do, and he said "Hoyt will take care of you;" but he did not do it.
Q. 147. You signed the deed to Mr. Chafee, did you not?
A. Yes, sir; I did.
Q. 148. Did that include all your property?
A. Yes, sir; everything I had I signed over to him.
Q. 149. At whose request was that?
A. Well, it was the general request of the lawyers here. They said it was the law of the State, and I must do it.
Q. 150. The general request of the lawyers who were advising A. and W. Sprague?
281 A. Well, it is law of this State.
Q. 151. Who advised you to sign the deed to Mr. Chafee?
A. Well, it was done by the whole, I think. There was a good many of them; and they all said it must be signed or the creditors would come in and take my property.
Q. 152. That was the inducement, was it; that otherwise the creditors would come and take your property?
A. Well, of course I did not want that anybody should come in and turn me out of my house.
Q. 153. Do you recollect when and where you signed the deed?
A. Yes, sir; over in the other house. I went over there and I was there until 12 or 1 o'clock at night. There was a good deal of signing to it.
Q. 154. Mr. Chafee was not there, was he?
A. No, sir; it was all done before he took it. It was all done for somebody else. Mr. Hoyt was here and Mr. Francklyn; they did not want me to do it.
Q. 155. Did you ever make any inquiry as to how much was allowed to Amasa or William for their personal living expenses, or for money drawn out by them, or their commissions?
A. No, sir; I never did.
Q. 156. Allow me to ask you why not?
A. Well, I did not think anything about asking?
Q. 157. That never occured to you?
A. No, sir; it did not occur to me. I thought everything was all right.
Q. 158. And did you have confidence in them?
A. Of course, I did. If I had not had confidence I should not have let it gone on so.
Q. 159. If I understand it, you had no other purpose, so far as they were concerned, then to allow them to continue to manage the property the same as before the death of your husband?
282 A. No, sir.
Q. 160. No question of extravagance or excessive allowance to them ever occurred to you?
A. No, sir.
Q. 161. Didn't you know that William Sprague was extravagrant and reckless in his expenditures?
A. Well, I did for the last few months think that he was.
Q. 162. What last few months do you mean?
A. Before the suspension.

Q. 163. But prior to that there was no fact or circumstances that drew your attention to that subject?

A. No, sir.

Q. 164. Were aware of his building his house at Narragansett pier?

A. Well, not until afterwards. That is a very elaborate thing, they tell me; I never have seen it. That was done by his wife.

Q. 165. Do you know how much it cost?

A. I do not; no, sir. I don't know as anybody knows particularly how much it cost.

Q. 166. What were his habits of expenditure; were they moderate or extravagant?

A. For himself it has always been very moderate; but his wife was very expensive.

Q. 167. His wife induced his extravagance?

A. Yes, sir.

Q. 168. Did you ever examine or inquire what amount he or Amasa Sprague drew out of the concern for their own personal use, or what commissions were allowed them?

A. No, sir; I did not.

Q. 169. Let me ask you why you did not?

A. Well, it was because I did not do it.

Q. 170. That is a very good answer. You did not take any advice of your son Byron or Mr. Hoyt about that, did you?

A. Well, as long as my son lived it all went very well.

283 Q. 171. Did Mr. Hoyt or your son ever advise you not to look into the books about it?

A. No, sir; nobody ever did. I had a right to. They would not have been offended at all if I had gone down to do it.

Q. 172. Have you any idea now of the amounts drawn out by Amasa or William, or allowed to them?

A. Yes, sir. I think Mr. Francklyn told me something about it.

Q. 173. When was it?

A. Well, when they were on here. That is the first I knew about it.

Q. 174. And that was after the suspension?

A. Yes, sir.

Q. 175. And after Mr. Francklyn, on behalf of Mrs. Francklyn, had had an examination of the books?

A. Yes, sir.

Q. 176. And that was the first that your attention was called to the subject by anybody?

A. Yes, sir. Mr. Francklyn told me that the books all ran very well as long as my son was there.

Q. 177. You have put in an answer in this suit; who prepared that answer for you?

A. Mr. Thurston, I think. I am not sure whether it was Mr. Gardner or Mr. Thurston. I don't know. I signed it for Mr. Gardner.

Q. 178. Did you read it, or have it read to you?

A. Oh, yes, sir; I had it read two or three times over to me.

Q. 179. By Mr. Gardner?

A. Mr. Gardner read it to me, and I have had it read by others, also, and I think it is all right.

Q. 180. He thinks so, too, I suppose; the Mr. Gardner you refer to is the same gentleman who was one of the appraisers, is he not?

A. Yes, sir.

284 Q. 181. Is Mr. Gardner your counsel?

A. Yes, sir.

Q. 182. Have you had any other counsel?

A. Mr. Thurston.

Q. 183. When did Mr. Thurston become your legal adviser?

A. He has always been my counsel; always when I have had any private business of my own; but I have never had any lawsuits for him.

Q. 184. How long has Mr. Gardner been your counsel?

A. Oh, a long time.

Q. 185. Both these gentlemen have been counsel for you and your son and nephews, have they not?

(Objected to by Mr. Thurston as leading.)

A. Well, I think so.

Q. 186. In reference to the appraisal of the property and the agreement for appraisal; have you any recollection about it except your signing it in New York?

A. Oh, yes, sir; when they appraised it.

Q. 187. I mean the paper itself—the agreement; have you any recollection of what took place before it was signed?

A. Why, no, sir; I don't know as I had anything in particular. I don't know why I should have. The papers were sent on there when I signed them in Mr. Hoyt's house, and he signed them at the same time.

Q. 188. Before the papers came on to New York have you any recollection of doing anything about the matter?

A. I knew it was going to be done, and I knew who were going to do it.

Q. 189. And beyond that you have no recollection about the matter?

A. Well, what should I think any more than that about it when I knew it was going to be done and who was going to do it.

285 Q. 190. And was it or not a matter of general consent and agreement between all?

A. It was. It was a general consent, of course.

Q. 191. Was there any difficulty or difference about it that you knew of?

A. I never knew that there was anything of the kind at all. I knew that every one was all satisfied with it.

Q. 192. And all satisfied to have it done?

A. Yes, sir; all satisfied to have it done.

Q. 193. As far as you recollect, was there any other way of doing it suggested by anybody?

A. No, sir.

Q. 194. Or any necessity of any other way?

A. Of course there was not; it was done satisfactorily.

Adjourned to Saturday, September 30, at 9 o'clock a. m.

SATURDAY, *September* 30, 1876.

Deposition of MARY SPRAGUE resumed.

Direct examination continued by Mr. BUTLER:

Q. 195. I will ask you one more question, Mrs. Sprague: Did you ever claim or receive any compensation for your service as administratrix or guardian?

A. No, sir; I never did.

Cross-examination by Mr. THURSTON:

Cross-q. 1. Do you know any reason why your husband didn't have the estate of Amasa Sprague settled?

A. No. He did not want it settled because he thought it would be a great deal better to keep it all together; better for the family and for himself to keep the property all together.

Cross-q. 2. Do you know anything about how much the estate
286 of Amasa and William Sprague amounted to at the time of Amasa Sprague's death?

A. Oh, I don't know; but there was but very little then.

Cross-q. 3. What means of knowledge have you as to the amount of the estate; I mean simply whether it was a large estate or a comparatively small estate?

A. Oh, it was a small estate that he left; there was but very little; it is very much enlarged.

Cross-q. 4. You remember very well the time, do you not, when your son Byron sold out his interest in the property of A. & W. Sprague?

A. Oh, yes, sir; very well indeed.

Cross-q. 5. You remember that he did not sell out his interest in the Quidnick property, belonging to A. & W. Sprague?

A. Oh, yes, sir, of course I do; he did not sell it out; he held that.

Cross-q. 6. After your son Byron sold out his interest in the A. & W. Sprague manufacturing property, in 1862, did he entertain a kind of hard feelings toward Amasa & William?

(Objected to by Mr. Butler.)

A. Very hard feelings—very hard feelings towards them.

Cross-q. 7. State what you did after 1862, to try to ascertain what your interest was in the A. & W. Sprague, and the interest which you held for your grandchildren as guardian.

(Objected to by Mr. Butler as irrelevant and incompetent.)

A. Well, my son was very anxious indeed to know how much my property was for myself and grandchildren.

Cross-q. 8. Was not a lawsuit against A. & W. Sprague threatened soon after Byron Sprague sold out?

A. Well, I think there was.

Cross-q. 9. Did you request your counsel to make any effort to obtain an offer from Amasa & William Sprague, in cash, for your interest?

A. I did.

287 Cross-q. 10. Who was your counsel?

A. B. F. Thurston.

Cross-q. 11. Who, during the controversy between your son Byron Sprague and Amasa & William Sprague, was your son's counsel?

A. Why you were—B. F. Thurston.

Cross-q. 12. What sum was offered to you, if you remember, for your interest?

A. Four hundred and fifty thousand dollars—at your office.

Cross-q. 13. Did you conclude to accept it?

A. No, sir; I did not think it was enough.

Cross-q. 14. What were you advised by your counsel and by your son as to whether it was enough or not?

(Same objection by Mr. Butler.)

A. Well, I was advised that it was not enough.

Cross-q. 15. Did you ever know or hear that your counsel, Mr. Thurston, had ever, in any way, acted as counsel for Amasa or for William Sprague, prior to the time when the business of the reference was concluded?

A. No, I never did; you—B. F. Thurston—acted wholly for my son.

Cross-q. 16. From one of your answers, yesterday, in connection with the question which was put to you, an inference might be drawn that

Mr. John A. Gardner was, prior to the time of these reference proceedings, or at the same time, your counsel; do you mean to convey any such idea?

A. I never had anything to do with Mr. Gardner—to talk with him, at all.

Cross-q. 17. Has Mr. Gardner ever transacted any business for you, individually, of any kind?

A. Not until very late; this paper that I handed in, I signed in his presence; that is all that I ever knew of his ever doing for me.

Cross-q. 18. You mean the answer in this case, do you not?

288 A. Yes, sir; the answer that he brought here; and I signed it in his presence; that is all that I knew; I never employed him.

Cross-q. 19. At the time when the answer referred to was brought to you at your house for signature, do you not remember that Mr. Zechariah Chafee and Mr. Thurston and Mr. Gardner, and the United States commissioner, Mr. F. A. Daniels, came together to visit you at your house?

A. Yes, sir; they were all present at the time I signed it.

Cross-q. 20. At the same time, was not Mrs. Byron Sprague also present?

A. Well, I am not sure whether she was or not; but I know all these gentlemen were present.

Cross-q. 21. How many times was the answer read over to you before signing?

A. Mr. Chafee read it first.

Cross-q. 22. Didn't Mr. John Gardner read it afterwards aloud twice?

A. Yes; he read it, of course; they both read it aloud to me.

Cross-q. 23. Since you signed the answer, and quite recently, have you had in your possession and read a copy of the answer?

A. I have had a copy of it, and read it and thought it was all right.

Cross-q. 24. Is there any part of that answer that you desire, in any respect, to qualify or change?

A. There is one of my answers yesterday that I did not make as I ought to have done.

Cross-q. 25. I mean the answer to the suit—not one of your answers yesterday; is there any part of your answer, which Mr. Gardner read here, that you wish to alter or change?

A. No, sir; I did not answer right one thing that Mr. Butler asked me yesterday, about the administration; I know the reason that I did

289 not take out an administration was, because I thought it would be far better to let the property all remain as it always had been; it had remained together a good many years, and I preferred that it should go on together as it had; I was confused yesterday, and right away after I gave my answer yesterday I thought more about it; I believe I said then that I did not know what the reason was why I did not take it out; but, of course, I did know—it was that I wanted it to go on just as it always had gone on—together; I thought it would be a great deal better for me and for all; I am sure I have always done what I thought would be for the best.

Cross q. 26. I think, from the nature of your answer just given, you did not understand the previous question which I asked you; the previous question was, in substance, whether the answer that was read over to you by Mr. Gardner, in the presence of Mr. Chafee, Mr. Daniels, and Mr. Thurston, you desire in any respect to alter or to change?

A. No, sir; I do not; I could not see anything in it that I would like to change.

Cross-q. 27. At any time did Amasa and William, while they were in the management of the business, or Byron, Amasa and William, when they three were in the management of the business, ever refuse you access to any of the accounts of the firm, or refuse to give you information on any subject concerning which you made inquiry?

A. No, they never did; they never did refuse me.

Cross-q. 28. During the time that your son Byron was connected with the management of the business, did he or not frequently converse with you upon the business concerns and schemes of the firm?

A. He did; I knew very well what was going on as long as he lived.

Cross-q. 29. State whether it was not his habit to make known to you all the business concerns and schemes which were under way from time to time.

290 A. He did, of course, always.

Cross q. 30. After your son Byron sold out his interest in A. & W. Sprague, do you know whether or not he was desirous of having the amount of his interest in the Quidnick property ascertained and settled?

A. He was; he wanted to know about it very much.

Cross q. 31. Do you know whether or not he had determined upon having a litigation with the firm unless the interest could be ascertained?

(Objected to by Mr. Butler.)

Cross-q. 32. Do you know whether he had taken any steps to that end?

A. Well, I think he did.

Mr. BUTLER. State what you know.

The WITNESS. I do think that he did, and that was the reason that they had this bill to appraise the property.

Cross-q. 33. Is it not true that in consequence of your efforts and your son's efforts to have your respective interests in the A. & W. Sprague property, including the Quidnick property, definitely ascertained and settled, the plan of having a reference to arbitrators to ascertain the amount of such interest was finally arrived at and agreed to?

(Objected to by Mr. Butler.)

A. Yes, sir; that is correct.

Redirect by Mr. BUTLER:

Q. 196. In reference to the value of the property at the time of Amasa Sprague's death, did you get your information from your husband?

A. Well, I don't know there ever was any; you mean at the time of the old gentleman's death?

Q. 197. Yes.

A. I don't know as there ever was.

291 Q. 198. You don't understand the question; you said there was very little estate when Amasa died?

A. There was but very little; the estate was small—for when I was married there was very little; it was all made after I was married; of course it did not gain so much then as it did afterwards, when there was more.

Q. 199. Do you know, or did you know at the time, what the value of the property was when your husband died?

A. No, never; I never knew anything about it.

Q. 200. Did you know what the value was when Byron sold out his interest?

A. No, sir.

Q. 201. Did you know that there was a careful appraisement made by Mr. Holmes and Mr. Frieze of the entire property, and the value of it, including the value of the right of dower of yourself and Mrs. Fanny Sprague?

(Objected to by Mr. Thurston because it assumes that such appraisement was in fact made of the Quidnick property, as well as the property of the A. & W. Sprague Company.)

Question withdrawn by Mr. Butler.

Q. 202. Did you know that the value of Byron's interest in the A. & W. Sprague property, and which he sold to Amasa and William, was appraised at the time of the sale of Byron; did you know that at the time?

A. Yes, sir, I did know it.

Q. 203. Who were the appraisers when Byron sold out?

A. Mr. Thurston, Mr. Gardner and Mr. Corey.

Q. 204. Do you know of any other appraisal made at the time Byron sold out in 1862?

A. Well this was done before he sold out.

Q. 205. I think you are mistaken; please state whether you ever heard of any other appraisal of the A. & W. Sprague property, except that made by Thurston and Gardner.

292 A. No, sir; I don't know anything about any other; I never heard of any other.

Q. 206. Then, if in fact, in 1862, when Byron sold out, there was an appraisal of the property of A. & W. Sprague, you never heard of it?

A. Well, I don't know, I am sure.

Q. 207. You don't recollect now of ever hearing of it?

A. No, sir; and you ask me so many questions that I don't understand what I did know once.

Q. 208. Do you recollect ever hearing of any appraisal being made of the A. & W. Sprague property by Mr. Holmes and Mr. Frieze at the time Byron sold out?

A. No, sir.

Q. 209. Did you know, Mrs. Sprague, what Byron received for his interest when he sold it out?

A. I think that he received six hundred thousand dollars, or somewhere like that; I never knew exactly what he did get.

Q. 210. Did you know how that $600,000 of value was arrived at?

A. No, sir.

Q. 211. After Byron sold out, you say he had hard feelings against Amasa and William?

A. He did.

Q. 212. Do you know what caused that?

(Objected to by Mr. Thurston as incompetent.)

A. Well, they had difficulty; I don't know.

Q. 213. Was it in reference to the property?

A. Yes, sir; I think it was.

Q. 214. Had he not sold out and received his interest?

A. Yes, sir; he received his interest.

Q. 215. What was there to cause hard feelings, then?

A. Well, it is difficult for me to tell what it was; they did not agree at all—not in the office.

Q. 216. Was he in the office after he had sold out?

293 A. He never was in the office after that—not to do any business; he was not there after he sold out.

Q. 217. Now, was there not hard feeling before he sold out?

A. Yes, sir; I think there was.

Q. 218. Did you know that before he sold out, and for a considerable time before, there was very hard feelings between him and William Sprague?

A. Yes, sir.

Q. 219. Was not that one of the things that he was in the habit of making known to you?

A. Oh, I don't know about that; but I don't know what caused it.

Q. 220. I don't ask that; but didn't he make known to you that there was hard feeling?

A. Yes, sir; I knew that there were hard feelings, of course.

Q. 221. Did you sympathize with him, or with Amasa and William?

A. Oh, I sympathized with my son.

Q. 222. Did you ever threaten any lawsuit against anybody?

A. No, sir; I never did.

Q. 223. Did you ever hear Byron threaten any lawsuit against anybody?

A. Well, I think he did—against the firm.

Q. 224. To whom did he make the threat?

A. Well, I think towards William and Amasa.

Q. 225. Did he make the threats in your presence to them?

A. No, sir; not in my presence.

Q. 226. Well, to whom did he make any threats that you ever heard him make?

A. Well, I expect to them; I never heard it.

Q. 227. Who told you that a lawsuit was threatened?

A. Well, I knew at the time.

Q. 228. Who told you?

294 A. My son told me; he used to talk all his business here in my house when he came home at night.

Q. 229. Mr. Thurston, as I understand, was Byron's counsel?

A. Yes, sir; he was.

Q. 230. Do you mean to say that he was your counsel separate from Byron, or was he acting for both?

A. Well, he acted for both.

Q. 231. You never paid Mr. Thurston counsel fees, or compensation for professional services, from your private means, did you?

A. I never had any private means to pay with.

Q. 232. He never rendered you any bill?

A. No, sir; of course not; he could not have got his pay if he had, for I had nothing.

Q. 233. When you say, Mrs. Sprague, that you had no private means, I suppose that you mean that all matters of expense of this nature were paid by your son or at the office?

A. Yes, sir.

Q. 234. Now, how do you know that Mr. Thurston never acted for A. & W. Sprague, as counsel?

A. Well, I don't think he ever did; I take his word for it; of course I don't think he ever did.

Q. 235. Then what you have testified to about that is from what he has told you?

A. Well, I think that he never did; I know that he never did.

Q. 236. Because he told so?

A. Because he told me so; ought I not to believe it?

Q. 237. The time you speak of when $450,000 was offered at Mr. Thurston's office and declined by you, was that before or after Byron sold out?

A. It was after he sold out; it was after all this was done; it was afterwards.

295 Q. 238. Was it before or after the appraisal had been made by Mr. Thurston and Mr. Gardner?

A. Oh, it was afterwards.

Mr. THURSTON. She does not understand the question.

Q. 239. Think a moment, if you please, Mrs. Sprague; have you any recollection by which you can fix the time when that offer was made?

A. Well, it was as much as six years ago, I think; I should think it was somwhere about that time; I can't say exactly.

Q. 240. Well, you don't connect it, then, with the appraisal made by Mr. Thurston and Mr. Gardner?

A. No, sir; there was no connection or anything about it, for I had a letter written (not very long ago I had a copy of it, and I was very sorry that I did not keep it), as to what William would give me if he would buy me out; and he answered me and said I could meet him at such a time at Mr. Thurston's office, and he would tell me what he would do; and I went there as he said at the hour he appointed, and he said, "What are you going to do with the money, Aunt Mary, if I pay it to you?" And I said, "I think I can take care of it;" and he offered me $450,000, and I did not know whether to accept of it or not; I did not accept the offer then, and Mr. Thurston told me afterwards not to take it; it was sacrificing too much, and it would not do; and I thought I ought to have as much as my son had; but I am very sorry now I had not taken it.

Q. 241. When this party of gentlemen came here with the answer, was that the first that you had heard of the answer?

A. Oh, no sir; I knew——

Q. 242. You knew you had to put in an answer?

A. Oh, yes, sir; I knew that they were coming.

Q. 243. Had any one of them come to see you before about it?

296 A. No, sir; there had not anybody been to the house before.

Q. 244. Did you sign the paper that Mr. Gardner read over to you as your answer?

A. Yes, sir.

Q. 245. Were any alterations made in it?

A. Not at all; I have had a copy of it.

Q. 246. No alterations were made in it?

A. No alterations at all; it was just as it was when I first heard it read.

Q. 247. Do you know whose composition it was—who wrote it or made it up?

A. Well, I think Mr. Thurston did it; I don't know which one of them did it; I did not ask particularly about that, which one did.

Q. 248. You say you have recently read it over; when was that, Mrs. Sprague?

A. Last week, and my daughter read it to me two or three times over and I was perfectly satisfied with it.

Q. 249. Was it before or after you went to Mr. Allen's?

A. It was afterwards; the writing was so bad that I could not read it very well; I cannot read the lawyer's writing very well.

Q. 250. Well, you had it read to you the last time after you had been subpœnaed as a witness?

A. Yes, sir; over and over; I can prove here that my daughter read it to me, and very plain, so that I could understand a great deal better than if Mr. Thurston had read it.

Q. 251. You stated a little while ago that neither Amasa or William or Byron ever refused you access to their books?

A. No, sir; they never did.

Q. 252. Did you ever ask them to let you see their books?

A. No, sir; I never asked them.

Q. 253. You never asked to see the books?

297 A. No, sir.

Q. 254. Did you ever send anybody there to examine the books?

A. No, sir; I never did.

Q. 255. Did Mr. Thurston ever advise you that you ought to send any one there to examine the books?

A. Yes, sir, he did, and he wanted to go himself, but I would not let him; and I have been sorry that I didn't (that was several years ago—soon after my son died); for I could not know anything about the business, and he wanted that I should send.

Q. 256. Give me the date of your son's death?

A. He died ten years ago the 30th day of July; he died July, 1866.

Q. 257. Can you recollect from whom you first heard of the plan of a reference to Mr. Thurston and Mr. Gardner?

A. From my son Byron.

Q. 258. And you think that it was owing to Byron's efforts that this plan was brought about?

A. Yes, sir, I do; it was all brought about by him.

Q. 259. And you think it was because he could not get his interest in the Quidnick settled up?

A. I think it was on account of his own and also mine; he wanted to know what my interest was and what the children's was.

Q. 260. Did Byron propose that Mr. Thurston and Mr. Gardner should be the referees?

A. Yes, sir; he proposed it and Mr. Corey.

Q. 261. Did Byron claim that anything was due to him from A. & W. Sprague—that they owed him anything after he sold out?

A. No, sir.

Q. 262. Then all his interest was in the Quidnick?

298 A. Yes, sir, his only interest was in the Quidnick; he sold out his interest in the A. & W. Sprague.

Q. 263. Did Byron ever explain to you why he wanted a settlement through the arbitration or appraisal of Messrs. Thurston and Gardner, in preference to going into court for it?

A. Well, he wanted it settled, so that we might know what our property was—what we had; he was very anxious to know what my portion was.

Q. 264. I understand you to mean that he was anxious to know as between Amasa and William what you were entitled to?

A. Yes, sir, what I was entitled to and my grandchildren.

Q. 265. You took no advice, and consulted with no one except your son and Mr. Thurston?

A. No, sir; never.

Recross resumed by Mr. THURSTON:

Cross q. 34. One of your answers to Mr. Butler's last question is not quite clear; didn't William offer you the $450,000 some little time before the reference to Mr. Gardner and Mr. Thurston to appraise the property was made?

(Objected to by Mr. Butler.)

A. You know I am so forgetful; I could not say what time it was, but

I remember about the circumstance and his offering me this; you would not let me take it, and I blamed you some for that, you know.

Cross-q. 35. How much more did you find your interest was really worth than William offered you for it?

A. Well, you said it ought to be worth six, seven, or eight hundred thousand dollars, and I thought it ought to be worth that.

Cross-q. 36. Didn't the result of the reference show that your interest was as great as that?

299 A. It did; well, I could tell pretty near; I don't know, but if I should look up my papers (Mr. Corey brought me the papers to show what the reference was).

Cross-q. 37. Now, I will ask you directly the question, whether it is not true that because William was willing to give you only so small a sum as $450,000 for your interest, it was determined to insist upon a reference to find out your interest and the interest of your grandchildren?

Mr. BUTLER. Answer only from your recollection; you said once that you did not associate this offer with your notice at all.

A. Well, I think it was; yes, sir, it was determined to find out whether I had more or not.

Redirect resumed by Mr. BUTLER:

Q. 266. You think now the reason why you had the reference was, because William made you so small an offer?

A. Yes, sir; I think so; Mr. Thurston defended me.

Q. 267. Did William ever make any offer to you, except the $450,000?

A. No, sir; that was all that ever was said or done about it.

Q. 268. And that was for your interest?

A. Yes, sir; for my whole interest.

Q. 269. Individually?

A. Yes, sir.

Q. 270. Did he ever make any offer for the interest of the children?

A. Never.

Q. 271. Did you come to a conclusion at that time how much the offer ought to have been; I mean by any examination of the books or any figures?

300 A. No, sir, not at all; I did not, for I did not understand; Mr. Thurston, of course, understood a great deal better than I did; but I should have taken the $450,000 if it had not been for Mr. Thurston.

Q. 272. But you did suppose that your interest was worth, at that time, a great deal more money than was offered you?

A. Yes, sir, I did; I thought it was worth more than that; but still, I was very willing to take up with that, and should have done it if it had not been for Mr. Thurston, and I blamed him a good deal afterwards; he did not get much credit with me for that.

On hearing the deposition read to her, Mrs. Sprague wishes to change her answer to the fourth question, so that it will read that "Amasa was the older;" and to the 79th question, "My husband did not buy out Byron's interest."

(Signed) MARY SPRAGUE.

Subscribed before me.

SAMUEL W. PECKHAM,
Examiner.

Deposition of Wm. S. Hoyt.

UNITED STATES OF AMERICA,
Southern District of New York,
City, County, and State of New York, ss:

Be it remembered, that on this thirtieth day of January, in the year of our Lord one thousand eight hundred and seventy-seven, I, James H. Gilbert, a commissioner, duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit, under and by virtue of section 627 of the Revised Statutes of the United States, did call and cause to be and personally appear before me, at No. 111 Broadway, in the city of New York, in the said southern district of New York, in the State aforesaid, WILLIAM S. HOYT, to
301 testify and the truth to say, on the part and behalf of the complainants, in a certain suit or matter of controversy, now depending and undetermined in the circuit court of the United States for the district of Rhode Island, wherein William S. Hoyt is complainant and Amasa Sprague and others are respondents; and in a certain other suit, now pending and undetermined in said court, wherein Charles G. Francklyn and another are complainants, and the said Amasa Sprague and others are respondents; and the said William S. Hoyt, being about the age of thirty years, and having been by me first cautioned and sworn, to testify the truth, the whole truth, and nothing but the truth, in the matter of controversay aforesaid, I did carefully examine the said William S. Hoyt, and he did thereupon depose, testify, and say as follows, viz:

By Mr. BUTLER:

Q. Please state where you reside.
A. Pelham.
Q. Westchester County?
A. Yes, sir.
Q. What is your age?
A. Thirty.
Q. When did you become 21 years of age?
A. January 1, 1868; I was born January 1, 1847.
Q. You are the son of Edwin Hoyt, late of the city of New York, and of Susan S. Hoyt, his wife, who was a daughter of William Sprague, of Providence, R. I.?
A. Yes, sir.
Q. Please state the date of your mother's death.
A. October 28, 1853.
Q. Did she reside in the city of New York after her marriage with your father, and up to the time of her death?
A. She resided in the city of New York, but did not die in the city of New York; she died in Astoria, Long Island, at my father's country house at that place.
302 Q. State where your father resided in the city of New York.
A. No. 94 Fifth avenue.
Q. Were you born there?
A. I was born there.
Q. Have you lived in the city of New York and its vicinity all your life?
A. I have.
Q. Do you recollect the time of your grandfather, William Sprague's death?

A. I do.

Q. Go right on and state when it occurred.

A. It occurred in 1856; in the fall of the year; I remember my father going on there on account of his illness.

Q. You remember the fact of your grandfather's death at that time?

A. Yes, sir; I went on to the funeral myself.

Q. Please give the names of your brothers and sisters, and their ages.

A. Their present names?

Q. Give their Christian names.

A. Sarah H. Lee, wife of J. Bowers Lee; Susan S. Francklyn, wife of Charles G. Francklyn, and Edwin Hoyt.

Q. Are these all the children of your father and mother?

A. Those were all.

Q. And are all living?

A. All living in this city.

Q. Mrs. Mary Sprague, of Providence, R. I., one of the defendants in this suit, is your maternal grandmother?

A. Yes, sir.

Q. Please state how frequently you have been in the habit of seeing her, either in the city of New York or in Providence.

A. Until within the last few years I generally saw her at least
303 once in the year; I think I have seen her almost every year generally here; I suppose I have seen her there as much as here—in both places.

Q. Please state how it has been in reference to your seeing either Amasa or William Sprague, the defendants in this action, during the same time.

A. I saw less of them than I did of my grandmother.

Q. Please state when you first became aware of the fact that your grandmother, Mrs. Mary Sprague, had been appointed guardian for you, in the State of Rhode Island.

A. I do not remember that I was aware of the fact during the time that she was guardian; I think not until after she had ceased to be guardian.

Q. Do you recollect how you first became aware of the fact?

A. No; I do not.

Q. Or when it was?

A. That I don't know; I think I do remember now the circumstance, that my eldest sister was of age at the time that Mrs. Sprague gave up the guardianship, and she signed a release to her grandmother as guardian; that circumstance brought it to my knowledge, the fact of her signing that release to her grandmother as guardian.

Q. When was that?

A. I suppose it was in 1866 that the change took place, although I don't remember it.

Q. I mean when your sister came of age?

A. She became of age, I think, in 1865.

Q. Please state whether, at any time, you ever received any notice, account, or other communication of any description whatever from Mary Sprague, as your guardian.

A. Not to my recollection.

Q. Please state whether or not you ever received any notice or communication from Mrs. Mary Sprague, or from any person, in reference to her proposed or actual resignation of her guardianship.

304 A. Not that I remember of.

Q. Please state whether or not you ever received any notice or communication in reference to any application for the appointment of William Sprague as guardian for you, in the place of Mrs. Mary Sprague, or of his appointment as such guardian.

A. Not that I remember.

Q. Did you ever have any interviews with or communications by letter from William Sprague as your guardian?

A. I received accounts from him, as guardian, and I received one letter from him.

Q. Go right on and state how many accounts you received.

A. I think I received four; there are three there, but there is one missing, I think.

Q. With the exception of the account which is missing are those all the accounts you ever received from him?

(Papers shown witness.)

A. Those are all the accounts I ever received from him.

Q. These accounts are made up respectively to the 31st October, 1870, 1871, and 1873; is the missing account you have referred to the account made up to October 31, 1872?

A. Yes, sir; if that one does not appear there.

Q. And these are all the accounts you ever received?

A. Yes, sir; with the exception of that one for 1872.

(Above accounts of 1870, 1871, and 1873 offered in evidence on behalf of William S. Hoyt, complainant, marked Plaintiffs' Exhibits 1, 2, and 3; respectively, January 30, 1877.)

Q. Please answer now in respect to interviews with William Sprague as your guardian.

A. I never had but two interviews with him in his character of guardian; the first was at the Hoffman House, in November, 1871, and consisted in my asking him if I could draw for $3,500, and he told me to do so; he told me to get all I could first out of my father, as
305 the old man was stingy; that was the extent of that interview.

The second was at his country place, at Narraganset Pier, R. I., I think in the following year; it was in the summer, July or August I should imagine, though I can't tell particularly about that, and I asked him if I had any income on which it was necessary that I should pay tax here in New York; he told me that there was, and I should find out in the office at Providence, by asking the bookkeeper, which I did, and the bookkeeper gave me certain figures upon which I paid in New York.

Q. Have you stated all the interviews you ever had with William Sprague in reference to any matter connected with the guardianship?

A. Those are all.

Q. These are all prior to the failure of the A. & W. Sprague Manufacturing Co.?

A. Yes, sir; after that I made a demand on him for the property, which he refused to comply with.

Q. State now, if you please, as to any written communication from him.

A. I had one letter which I received in November, 1872, I think.

(Letters produced and shown to witness.)

Q. Please state if that is the letter to which you refer.

A. That is the letter.

(Above letter offered in evidence marked P.'ffs' Ex. 4, January 30, 1877.)

Q. State whether or not that letter was in reply to a letter written by you to William Sprague in November, 1872.

A. I am not sure about that; I may have written for some money which called forth that reply, but I don't remember; on referring to the letter I find it was in reply to one that I had written.

Q. Please state when you first learned that no accounting
306 had been had by Mrs. Mary Sprague as administratrix of your grandfather, William Sprague.

A. Not until immediately previous to the filing of our bill in equity.

Q. When did you first learn the facts which are stated and set forth in the bill of complaint in this case in reference to your interests and rights in the property of A. & W. Sprague?

A. We began making investigations soon after the failure of Hoyt, Spragues & Co., and the A. & W. Sprague Manufacturing Company, but it was some time before we learned the different facts which we now know.

Q. State in what manner you became aware of those facts.

A. By legal measures.

Q. Please state what you did after the failure of the two firms in reference to your rights and interests, and state how you ascertained the facts to which I have referred in the previous question.

A. In the accounts which had been sent from William Sprague, guardian, there appeared a balance to my credit. I went to Washington and made a demand from him for that balance, which he refused to pay. We then instituted legal proceedings, and it has been in the course of those legal proceedings, through the records and such, that we have arrived at the facts we are now in possession of.

Q. In 1865 had you any knowledge or information in reference to any proposed agreement or appraisal between A. & W. Sprague and other parties interested in the property in their hands?

A. Not that I remember.

Q. I refer to the agreement marked Ex. C, annexed to the bill of complaint in your cause, and the report of referees marked Ex. D; and I ask you whether, at the time of the agreement and report, you had any knowledge or information in reference to them.

307 A. I remember nothing of it, and if I had any knowledge I probably should remember it.

Q. Were you, at any time prior to the failure of Hoyt, Spragues & Co. and the A. & W. Sprague Manufacturing Co., informed by any one of the situation of the property, or the nature or extent of your interest therein?

A. Well, I knew something about what my interest should be, because I knew how the property had originally belonged to Amasa and William, and I was one of the heirs of my grandfather, so I knew about what my proportion of the property was, but how it was situated I did not know.

Q. Did you know or had you been informed in any way of the particular steps and proceedings which had been taken in Rhode Island in reference to this property, or the distribution of it amongst the parties interested?

A. Up to what time?

Q. Up to the time of the failure.

A. No; I did not know the particular steps they had taken.

Q. Did you ever make any inquiry of any one, and, if so, of whom, in regard to the property and your interest in it?

A. I wrote once for a list of certificates standing in my name, which was sent me by Green, the bookkeeper.

Q. You mean the list of the certificates of stock in the A. & W. Sprague Manufacturing Co.?

A. A list of whatever there might be; I did not specify.

Q. Beyond this, did you make any inquiry of any one else?

A. Not that I remember of.

Q. What statement, if any, was made to you by your father in reference to the situation of the property?

A. That it was perfectly safe; that my interest there was perfectly safe.

Q. Beyond this statement that the interest was perfectly safe,
308 were you furnished by him with any information in regard to the character or situation of the property, or the way in which your interest in it was secured or represented?

A. I knew it was represented by a certain number of shares in the corporation.

Q. (Repeated.)

A. He did not furnish me with any other information as to how it was situated.

Q. State whether or not you made applications to your father in reference to your desire to get your interest out of the property.

A. I did on several occasions.

Q. What was the result of those applications?

A. That I was dissuaded from doing anything.

Q. State generally what was said to you on the subject.

A. He would tell me in so many words not to do anything, to remain quiet, that my property there was perfectly safe, that it was to my best interest to turn my attention to the business affairs here.

Q. State what you did or forebore to do on that statement.

A. I forebore to take such steps as I otherwise should have taken to gain at least some more definite knowledge of the situation of the property.

Q. State whether or not, when you commenced proceedings in Rhode Island against William Sprague, you were aware of the fact that Mrs. Mary Sprague had not rendered any account as administratrix.

A. I was not.

Q. When did you first discover that fact?

A. Only a short time previous to the filing of the bill.

Q. How was it as to your knowledge or ignorance of that fact when you accepted the shares of the Quidnick stock that were turned over to you?

A. I was ignorant of that fact.

309 Q. Did your guardian, William Sprague, ever communicate to you verbally or in writing, or in any way, the agreement marked C, annexed to the bill of complaint, or any of the facts or matters connected therewith?

A. He never did.

Q. Did he ever inform you, in any way, in what manner the property of the firm of A. & W. Sprague had been turned over to the A. & W. Sprague Manufacturing Company?

A. No, sir.

Q. Did Mrs. Mary Sprague ever give you any information on that subject?

A. Not to my recollection.

Q. You have spoken of the examination of records; please state

whether or not an examination of the records was made by the attorneys employed by you to examine into the matter and ascertain what your rights were.

A. Yes, sir; such an examination was made.

Q. And this, as I understand, was after the failure of the A. & W. Sprague Manufacturing Company?

A. Yes, sir.

Q. Up to that time had anything occurred, or was there any fact within your knowledge prompting you to make any such examination?

A. There was not.

Cross-examined:

Q. Do I understand you correctly that you received another account-current than those you have produced, and that such account-current is mislaid?

A. Yes, sir.

Q. Look at the account shown you and state whether, according to your best judgment and belief, the same is a copy of the account so mislaid or lost.

A. (Account shown witness.) If it fits in between the others,
310 I have not any doubt about it. (After looking.) Yes, sir; I believe that is the one.

(Above account-current offered in evidence. Marked Pl'ff's Ex. 5, Jan'y 30, 1877.)

Q. Do you know Theodore Reeves, the person who appears to have witnessed the signature of your grandmother, Mary Sprague, in her individual capacity, and as administratrix and as guardian?

A. I don't remember anybody by that name. I remember a carman we use to have by the name of Reeves who was with the firm, but I don't think it was that person.

Q. Were you an inmate of your father's house in Fifth avenue in 1865?

A. I was.

Q. Have you no recollection that, in the month of April, 1865, or thereabouts, your grandmother, Mary Sprague, signed the agreement marked C, at your father's house, and that her signature was witnessed there by one Theodore Reeves?

A. I have no such recollection.

Q. Have you no recollection of the transaction which the agreement marked C was expressive—I mean have you no recollection that there was a plan on foot to have the property appraised and the interest of all the owners in that property ascertained?

A. I have not.

Q. Please look at the several documents and papers now shown you, and say whether the same are not papers written by you, and the signature to the same your signature.

A. Yes, sir; I believe that is mine.

(Defendant offers in evidence the following papers, marked Exhibits William S. Hoyt, letters A to Z inclusive, and AA to OO inclusive.)

311 Q. Were you occupied in any business in 1865; and, if so, what?

A. No, sir; I was not. I made a purpose of being at the store generally, but I was not in any business.

Q. Were you engaged at that store in any occupation, or have any duties?

A. I don't think that year I had any particular position. I left college in that year.

Q. Did you know the fact that Byron Sprague had ceased to have any further connection with the firm in 1862, and had sold out his interest?

A. I can't remember when it first came to my knowledge that he had sold it.

Q. How often did you visit your grandmother, Mary Sprague, in Providence prior to 1865?

A. I should think, on an average, once a year.

Q. Was your grandmother frequently in the habit of visiting your father's house in New York and at Astoria?

A. You mean about that time?

Q. Yes; prior to 1865.

A. As far as my recollection goes she used to come on generally for a visit once in each year.

Q. Do you know anything concerning the state of feeling that existed between your grandmother and William and Amasa Sprague after Byron Sprague had sold out his interest?

A. I frequently heard my grandmother express very bitter feelings against William Sprague.

Q. Do you not know that she was in that state of mind between 1862 and 1865?

A. I did not know it at that time as far as I can remember.

Q. Did you not know after you began to receive accounts from the corporation and make the inquiries expressed in your letters, that
312 you had an interest in a definite number of shares of stock in the A. & W. Sprague Manufacturing Co. and the Quidnick Company?

(Objected to, as the question assumes a fact not proved, that the witness received accounts from the A. & W. Sprague Manufacturing Co.)

A. I never received any accounts from the Manufacturing Co., only from William Sprague, guardian.

Q. Those accounts contained items of dividends from the A. & W. Sprague Manufacturing Co. and the Quidnick Co., did they not?

A. Yes, sir.

Q. Did you not know the number of shares that you were receiving dividends from?

A. Not until I wrote to Mr. Green to ascertain.

Q. Do you refer to the letter which has been put in evidence already?

A. I do.

Q. You were then informed, were you not?

A. Mr. Green sent me a list of securities.

Q. And among them was the number of shares of stock in the Sprague Company and the Quidnick Company in which you were interested?

A. There were.

Q. In the letter which has been put in evidence by the complainant, from William Sprague to you, in which reference is made to the $44,000 special fund credited to your account, is that the first information that you had that said special fund was the sum belonging to you to equalize the drafts drawn by the families of Amasa and William Sprague for household expenses?

A. I never was able to ascertain how that fund came to be there at all; it was always a mystery to me.

Q. Gov. Sprague's letter gave you, then, such information as you have?

313 A. Gov. Sprague's letter gave certain information according to his view of it.

Q. Were you in the habit of conversing with your father concerning your affairs?

A. Occasionally.

Q. Did your father ever refuse to give you any information which was within his knowledge concerning the affairs of the A. & W. Sprague Manufacturing Company and your interest therein?

A. He never did.

Q. After you became of age, and up to the time of the failure of the A. & W. Sprague Manufacturing Company, did you ever apply for any information which was refused?

A. Up to the time of the failure, no.

Q. Have you not been present at meetings of the corporation, the A. & W. Sprague Manufacturing Company?

A. Never until after the failure.

Q. You became of age in 1868?

A. Yes, sir.

Q. From that time until the failure of the corporation was not Gov. William Sprague occupied, during the majority of the time, in the discharge of his duties as Senator in Congress, at Washington?

A. I believe he spent most of his time in Washington.

Q. Did Amasa Sprague ever refuse you access to any information which you desired from the books of the company?

A. No, sir.

Q. Did William Sprague ever refuse you such access?

A. No, sir.

Q. Did any officer of the company having the books in charge ever refuse you access to the books of the company?

A. No, sir.

Q. Please answer the three preceding questions with reference to the Quidnick Company.

314 A. I make the same answer in regard to the Quidnick Company.

Q. Please look at the papers now shown you and state whether the same are powers of attorney executed by you as purporting to be on their face.

A. Yes, sir; this is executed by me.

Q. Have you any letters from William Sprague other than those you have put in evidence?

A. No, sir.

Q. Have you any letters or notices from the A. & W. Sprague Manufacturing Company, or Quidnick Company?

A. I have none.

Q. Did you not receive on the 31st day of March, or thereabouts, 1870, a notice of a meeting of the A. & W. Sprague Manufacturing Company?

A. I don't remember it.

Q. Can you say that you did not?

A. No, I can't say that I did not.

Q. Did you not receive, from time to time, notices of such meetings?

A. I think I remember having received a notice, or whether more than one I could not say.

Q. Did you not receive, March 18, 1871, or thereabouts, in due course of mail, a notice of a special meeting of the A. & W. Sprague Manufacturing Company?

A. I don't remember.

Q. Will you say you did not receive such notices?

A. I can't say that I did not.

Q. Do you recollect of receiving, in due course of mail, a notice dated Sept. 5, 1872, of a meeting of the A. & W. Sprague Manufacturing Company?

A. I do not remember.

Q. Have you any recollection of a notice dated on the 24th September, 1872, for a special meeting of the company?

315 A. No, sir.

Q. Have you any recollection of a notice dated October 28, 1873, of a special meeting of the A. & W. Sprague Manufacturing Company?

A. Was that after the failure?

Q. No; a few days before.

A. Because there was a meeting that I attended immediately after the failure; I can't fix the exact date; whether it was in answer to that, I can't fix the date; I do not remember receiving the document.

Q. Did you never make inquiry of your grandmother, Mary Sprague, as to the amount of property, or the character of the property, which she represented as guardian for you?

A. No, sir; not to my recollection.

Q. Do you mean to say that you do not understand that some proceedings were had to find out your interest in the property that you inherited from your grandfather?

A. The first thing that I remember about the specific interest of each one was the fact of my eldest sister signing the release to her grandmother as guardian for a certain number of shares.

Q. You mean Mrs. Lee?

A. Yes, sir.

Q. Many of your letters which have been put in evidence are addressed A. & W. Sprague; were not the answers to those letters in all cases, except where they were personally addressed William Sprague, or to Mr. Greene, returned in the name of A. & W. Sprague M'f'g Co.?

A. I think they were generally written by Green; I can't say who signed them, but I think Green signed them too; he may have signed the A. & W. Sprague M'f'g Co. per Green.

Q. You had no particular purpose in addressing your letters A. & W. Sprague, as distinguished from the A. & W. Sprague M'f'g Co.?

316 A. I addressed my letters merely to them as acting in the governor's absence for him.

Q. But you did not understand, did you, that the business in Providence was conducted at the time when those letters were written by A. & W. Sprague, did you?

A. I knew at that time that it was the manufacturing company.

Redirect:

Q. When did you first learn, as near as you can recollect, that shares of stock in the A. & W. Sprague M'f'g Co. represented or had any reference to your interest in the property of A. & W. Sprague?

A. The first absolute knowledge of those shares, and of the number of them, came to me in the reply to my letter to Green, asking him what certificates there were belonging to me.

Q. Up to that time had William Sprague, your guardian, given you any information upon the subject?

A. He had never spoken to me on the subject, to my recollection.

Q. Had you any knowledge as to what were the requirements of the

law of the State of Rhode Island in respect to the duties of administrators or of guardians?

A. None whatever.

Q. Had you any knowledge or information as to the manner or basis in or upon which property of the A. & W. Sprague firm had been turned over to the A. & W. Sprague M'f'g Co.?

A. Not until we took legal measures to investigate it.

Q. How did it happen that you communicated at any time with the company, if you did so, in any of these letters that have been produced in evidence?

A. I would simply write to them as the governor's agents in his absence; the governor was not there, and they were the only people to write to.

317 Q. State whether or not you supposed and assumed, until the discovery of the facts made by you, after the failure, in reference to which you have already testified, that all things in reference to the administration of the estate of William Sprague and the guardianship of your property had been legally and rightfully done.

A. I supposed it had.

Q. Did you suppose at any time, or assume or suspect, that any illegality or any invalidity existed in reference to any of the matters connected with such administration or guardianship, or the transfer of the property by A. & W. Sprague to the A. & W. Sprague M'f'g Co.?

(Objected to as the question assumes some illegality has been committed.)

A. I did not.

Q. You stated in your cross-examination that your father never refused you any information; please state to what extent the general assurance of your father, as to the safety of the property referred to in your direct examination, operated upon your mind in reference to further inquiry.

A. It was calculated to calm any doubts I might have as to the safety of the property.

Q. What was the actual effect?

A. The actual effect was to prevent me taking any measures for its security.

Q. Did you know at any time how the shares of stock to which you have referred stood on the books of the company; in whose name they stood?

A. No.

Recross:

318 Q. Did you not at some time ascertain that your stock, both in the Quidnick Company and in the A. & W. Sprague M'f'g Co., stood as follows: "William S. Hoyt," followed by the words, "William Sprague, guardian," in brackets?

A. No, sir.

Q. You say that the statements made by your father tended to allay any apprehensions you may have had as to the safety of the property; did you not well understand the kind of business in which the A. & W. Sprague M'f'g Co. were engaged?

A. Yes, I did.

Q. You knew that it was the business of manufacturing print cloths and printing them to calicos?

A. I did.

Q. Did you not know that the entire product of the A. & W. Sprague

M'f'g Co. was consigned to the house of Hoyt, Sprague & Co., in New York, for sale?

A. I think most all of it was.

Q. Your father was the senior member of that firm, was he not?

A. Yes, sir.

Redirect:

Q. As I understand it, after you became of age you made some inquiries of your father in reference to the condition of the property, and received from him the general assurance from time to time that it was entirely safe; is that so?

A. Yes, sir; that is so.

Q. Do you or not mean to be understood that such inquiries were prompted by any knowledge or information in respect to any illegality or invalidity in any of the proceedings in the State of Rhode Island in respect to the administration of your grandfather's estate, or the guardianship of your property?

(Objected to.)

A. No, sir; simply because I wanted to get the control of my own affairs.

319 Q. Please state more specifically what the inquiries were that you made of your father?

A. The inquiries were not as to the condition so much of the property, but if there were not some way in which I could gain possession of it; I knew that Gov. Sprague used immense amounts of money.

(Objected to.)

WITNESS: (Continuing.) Gov. Sprague used a good deal of money, and I had but very little myself, and I thought it was an unequal arrangement.

Q. The point of my inquiry is whether the information you sought from your father had reference to the mode or steps by which the property had been converted into the possession of the manufacturing company, or as to the safety and security of the investment in the shares of the company?

A. It was more as to the safety; it was not at all as to the legality or illegality by which it had been placed there.

Q. Now, I ask you whether, before the failure of the company, any act or thing ever occurred, or came to your notice, which prompted you to make inquiry, or excited suspicion in reference to the method in which the property had been changed from the possession and ownership of A. & W. Sprague into that of the manufacturing corporation?

A. No, sir.

Q. Your father never was appointed guardian of your personal property, was he?

A. No, sir.

(The counsel here stipulate that copies of such papers as have been introduced in evidence in connection with the foregoing deposition may be annexed hereto with the same force and effect as if the originals had been annexed.

It is stipulated that the testimony of this witness and the other witnesses to be examined on behalf of the complainant be taken
320 down and written out by the stenographer with like effect as if written down by the commissioner in person, and is to be read, over to the witnesses and signed by them respectively, and authenticated by the commissioner and transmitted to the clerk, in accordance

with the equity rules, and that said testimony shall be used in both the above entitled actions and in any proceedings therein with like effect as if separately taken in each of said actions.

W. S. HOYT.

Subscribed and sworn to before me this 20th day of February, 1877.

[SEAL.] JAMES H. GILBERT,
U. S. Commissioner, Southern District of New York.

Exhibit W. S. Hoyt, Quidnick Stock and Power of Attorney.—J. H. G., U. S. C.

No. 33. Capital, $500,000. 123 shares.

THE QUIDNICK COMPANY, PROVIDENCE, RHODE ISLAND.

Incorporated 1862. 5,000 shares, $100 each.

This is to certify that William S. Hoyt, of New York, is the owner, at the date hereof, of one hundred and twenty-three shares of the capital stock of the Quidnick Company, which are transferrable only upon the books of said company, at their office in Providence, R. I.

[SEAL.] WM. SPRAGUE,
President.

THOMAS A. WHITMAN,
Secretary.

PROVIDENCE, R. I., *December 8th*, 1873.

321 STATE OF NEW YORK,
City and County of New York, ss:

Be it remembered, that on this 9th day of December, A. D. 1873, before me, Charles Edgar Mills, a commissioner of the State of Rhode Island, to take the acknowledgment of deeds, &c., personally appeared the within named William S. Hoyt, and acknowledged the foregoing instrument to be his voluntary act and deed, hand and seal.

In witness whereof, I have hereunto set my hand and affixed my official seal, this 9th day of December, A. D. 1873.

[SEAL.] CHARLES EDGAR MILLS,
Commissioner for Rhode Island in New York,
117 *Broadway, N. Y. City.*

Know all men by these presents, that I, William S. Hoyt, of the city of New York, for and in consideration of the sum of thirty thousand six hundred and fifty dollars, to me paid by Charles G. Francklyn, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, assign, transfer and set over to him, the said Charles G. Francklyn, one hundred and twenty three shares of the capital stock of the Quidnick Company of the State of Rhode Island, and established and doing business in the State of Rhode Island and which said shares now stand in the name of the said William S. Hoyt on the books of said company.

To have and to hold the same with all the rights and privileges, dividends and profits thereof, to him, the said Charles G. Francklyn, his executors, administrators and assigns, forever.

In testimony whereof I have hereunto set my hand and seal this

322 ninth day of December, in the year of our Lord one thousand eight hundred and seventy-three.

WILLIAM S. HOYT. [SEAL.]

Signed, sealed, and delivered in presence of—
CHARLES EDGAR MILLS.
WILLIAM H. CLARKSON.

Know all men by these presents, that, for value received, I, William S. Hoyt, of the city of New York, do hereby make, constitute and appoint, irrevocable, Edwin Hoyt my true and lawful attorney (with power of substitution), for me and in my name and stead, to sell, assign, and transfer unto any person or persons whatsoever, one twenty-three shares now standing in my name in the capital stock of the Quidnick Company.

And my said attorney is hereby fully empowered to make and pass all necessary acts for the said assignment and transfer.

Witness my hand and seal, December 9th, 1873.

WILLIAM S. HOYT. [SEAL.]

Signed, sealed, and delivered in presence of—
CHARLES EDGAR MILLS.
WILLIAM H. CLARKSON.

STATE OF NEW YORK,
City and County of New York, ss:

Be it remembered, that on this 9th day of December, A. D. 1873, before me, Charles Edgar Mills, a commissioner of the State of Rhode Island, to take the acknowledgment of deeds, &c., personally appeared the within-named William S. Hoyt, and acknowledged the foregoing instrument to be his voluntary act and deed, hand and seal.

In witness whereof I have hereunto set my hand and affixed my official seal, this ninth day of December, A. D. 1873.

[SEAL.] CHARLES EDGAR MILLS,
Commissioner for Rhode Island in New York,
117 *Broadway, N. Y. City.*

DR. *William S. Hoyt, in account with William Sprague, guardian.* CR.

1866.				1866.			
Sept.	1	For paid C. R. Hill's ac., fees, &c., Oct. 23d, 1865	$6 69	Sept.	1	By special fund per report of referee, July 15, 1865	$47,083 33
	"	" city tax for 1865, May 22, '66	508 14			Less per report in settlement of Rice estate $2,464 78	
	"	" U. S. probate court, Aug. 11, '66	57 73			Less proportional part of am't ch'g'd Mary Sprague, adm'x on same settlement 216 65	
	13	" Mary Sprague, balance due her for services as guardian	145 00				2,681 43
Oct.	2	" income tax for 1865	942 85				$44,401 90
	9	" probate charges	51 25			Dividend, A. & W. S. M'f'g Co.	6,585 00
	10	" city tax for 1866	501 49	1867.			
	31	" appraisers	25 00			" Quid'k Co.	1,230 00
1867.						" "	1,230 00
June	27	" income tax for 1866	195 33	July	1	" A. & W. S. M'f'g Co.	4,390 00
1868.				1868.			
May	26	" " 1867	43 79	Nov.	14	" Nat. B'k of Commerce, prior	984 50
1869.				1869.			
Jan.	25	Gave him ch'k No. 899 on Fourth Nat'l B'k, N. Y.	200 00	April	9	" " "	244 00
April	26	Gave him ch'k No. 967, Fourth Nat'l B'k, N. Y.	500 00	June	16	Coupons (U. S., N. Y., P. & B. R. R. Co.) collected	366 84
June	14	Paid income tax for 1868	188 94	July	1	Dividend Quid'k Co.	1,230 00
1870.				Sept.	8	Coupons (N. Y., P. & B. R. R. Co.) collected	57 00
June	10	Mailed him ch'k No. 59 on Fourth Nat'l B'k, N. Y.	300 00	Oct.	8	Div. Nat. B'k Commerce, prior	244 00
Oct.	31	Interest from Aug. 27, '67, av'ge date of dr. side of ac. to date, 3 y'rs 2 mos. 4 days, on $3,666.23, am't that side	699 02		9	" A. & W. S. M'f'g Co.	4,390 00
		Balance forward, as follows:			30	Coupon U. S. collected	3 84
		Special fund $44,401 90		1870.			
		Over and above same 35,657 32		Feb.	7	" (N. Y., P. & B. R. R. Co.)	57 00
			80,059 22	April	7	Div. Nat. B'k Commerce, prior	244 00
					30	Coup. U. S. collected	3 43
				July	30	Coup. N. Y., P. & B. R. R. Co	60 00
				Oct.	7	Div. Nat. B'k Commerce, prior	244 00
					31	Coup. U. S. col'd	3 34
					"	Interest 5 y'rs 7 mos. to date on $44,401.90. Net am't of special fund	14,874 64
						Int. from Dec. 23d, '67, av'ge date of cr. side of ac., exclusive of special fund to date, 2 y'rs 10 mos. 9 days, on $21,466.45. Am't that side	3,681 48
			$84,424 47				$84,424 47

Plaintiff's Exhibit 1, *Jan.* 30, '77.—*J. H. G., U. S. C.—Continued.*

DR *William S. Hoyt, in account with William Sprague, guardian.* CR.

			Oct. 31	By balance forward, as follows:	
				Special fund	$44,401 90
				Over and above same	35,657 32
					$80,059 22
				Deduct omitted debit side:	
				May 25, 1868, draft	$800 00
				Int. 103, Oct. 1, 1870	117 20
					917 20
					$79,142 02

325

Plaintiff's Exhibit No. 2, *January* 30, 1877.—*J. H. G., U. S. C.*

DR. *William S. Hoyt, in account with William Sprague, guardian.* CR.

1870.				1870.			
Oct. 31	To ch'k, $653, on Fourth Nat. B'k, given him May 25, '68	$800 00		Oct. 31	By balance forward, as follows:		
	Int., 2 y'rs 159 days to date, @ 6 %	117 20			Per ac. rend. this date:		
			$917 20		Special fund	$44,401 90	
1871.					Over and above same	35,657 32	
Sept. 20	Ch'k, $213, on Nat. Broadway B'k, N. Y		3,500 00				$80,059 22
Oct. 16	Do. $264, " "		5,000 00				
31	Int., 68 days, on $9,417.20, and of above items from Aug. 24, '71, av'ge date of same, to date		106 72	1871.			
31	Balance found as follows:			Feb. 2	Proceeds, coupons N. Y., P. & B. R. R. Co		56 50
	Special fund	$44,401 90		April 7	Dir. Nat. B'k Commerce, prior		244 00
	Over and above same	34,063 41		May 1	Proceeds con., U. S. 6 % bonds		3 38
			78,465 31	July 31	" " (N. Y., P. & B. R. R. Co.)		56 50
				Oct. 10	Dir. Nat. B'k Commerce, prior		244 00
				18	Check on ac		2,500 00
				31	Int. 1 y'r to date on $80,059.22, am't old balance as above	$4,803 55	
					Int., 25 days to date on	3,108 33	
					Amount of above credit items, exclusive of old balance from Sept. 28, '71		
					Av'ge date of same, $18.13		4,891 68
			$87,989 23				$87,989 23
				Oct. 31	By balance forward as follows:		
					Special fund	$44,401 90	
					Over and above same	34,063 41	
							$78,465 31

Plaintiff's Exhibit No. 3, Jan. 30, 1877.—J. H. G., U. S. C.

DR. *Wm. S. Hoyt, in account with Wm. Sprague, guardian.* CR.

1873.				1872.			
April 26	To cash on ac		$2,500 00	Oct. 31	By balance bro't for'd, as follows:		
Sept. 14	" "		2,500 00	"	Special fund	$44,401 90	
Oct. 31	Balance forward, as follows:			"	Over and above same	20,335 64	
	Special fund	$44,401 90					$64,737 54
	Balance	19,503 28		Nov. 18	" proceeds of coupon, U. S. 6 % bond, due Nov. 1, $3, prem. 40c		3 40
			63,905 18	1873.			
				Feb'y 26	" proceeds of coupon, N. Y., Prov. & Bos. R. R. Co.; bonds $10 ea		60 00
				May 3	" proceeds of coupon, U. S. 6 % bond, due May 1, $3, prem. 50c		3 50
				5	" dividend of Nat'l Bank of Commerce, 4 % on 122 shares		244 00
				Aug. 14	" proceeds of coupons of N. Y., Prov. & Bos. R. R., bonds, $30 ea		60 00
				Oct. 31	" Balance interest to date @ 6 %		3,796 74
			68,905 18				$68,905 18
				Oct. 31	By balance brought forward, as follows:		
					Special fund	$44,401 90	
					Balance	19,503 28	
							63,905 18

327 *Pl'ff's Exhibit 4, Jan'y 30, '77.—J. H. G., U. S. C.*

PROV., *Nov.* 9, 1872.

W. S. HOYT:

DEAR SIR: Your note is before me on my arrival home. We are in advance to the concern of H. S. & Co. ¾ of a million dollars, to enable them to carry their losses, and to carry their private enterprises. We are trying hard to aid them to arrange their matters so as to free us from their embarrassments. Every dollar we can spare goes to them, and we are put to it many times to keep them up. The balance to your credit here grew out of giving to you and your brother and sisters a sum of money equal to that which your grandfather and our family had for several years, I think, and in no case has any of the balance been drawn for other than the current money expenses. If you want any money for permanent purchases, it must come from the sale of your stock, as in the case of Sarah and your grandmother.

After the present embarrassment is over, should you desire to have it so arranged, it can be done. I make this statement to you that you may know the real state of the case, but you will see the propriety of holding it to yourself. We have had coupled with this embarrassment the settlement of the debts of Byron Sprague and the forced holding of his property from sacrafice; other serious burdens have been put on us, growing out of the condition of the New York house.

Yours, truly,

W. SPRAGUE.

DR. *William S. Hoyt, in account with William Sprague, guardian.* **CR.**

1871.				1871.			
Nov. 20	To chk. 325 on Nat. Broadway Bk., N. Y.		$2,500 00	Oct. 31	By balance forward, as follows:		
1872.					Special fund	$44,401 90	
Jan'y 1	" 394 " " "		2,500 00		Over and above same	34,063 41	
Feb'y 8	" 459 " " "		2,500 00				$78,465 31
Mar. 13	" 519 " " "		2,000 00	Nov. 4	" U. S. 6 % bond		3 36
May 31	" 137 Merchants' Ex'ge Nat. Bk., N. Y.		1,500 00	1872.			
July 10	" 211 " " "		1,500 00		" proceeds coupon, N. Y., Prov. & Bos. R. R. Co. bond		58 50
Aug. 24	" 276 " " "		2,500 00	April 9	" div. Nat. Bk. of Commerce		244 00
Oct. 15	" 362 " " "		3,500 00	May 3	" proceeds coupon, U. S. 6 % bond		3 37
31	To balance forward, as follows:			Aug. 24	" 2 coupons N. Y., Prov. & Bos. R. R. Co. bonds		60 00
	Special fund	$44,401 90		Oct. 16	" div. Nat. Bk. of Commerce		244 06
	Over and above same	20,335 00		31	" int. 1 year to date, @ 6 % on $78,465.31, amt. of old balance as above, say	$4,707 90	
			64,737 54		" 35 days' int. on $613.23, to date; amt. of credit items, exclusive of old balance, from July 3d, 1872. Av'ge date of same	12 26	
						$4,720 16	
					" Less 182 days' int. @ 6 % on $1,500; amt. of debit items during the year, avge. May 2d, 1872	561 16	
							4,159 00
			$83,237 54				$83,237 54
				1872.			
				Oct. 31	By balance forward, as follows:		
					Special fund	$44,401 90	
					Over and above same	20,335 64	
							$64,737 54

329 *Exhibit A, Jan.* 30, 1877.—*J. H. G., U. S. C.*

NEW YORK, *Sep.* 17, 1869.

Mr. GREENE, *Providence:*

DEAR SIR: I am sorry to give you any further trouble about the income tax, but this morning I went to the assessor's office, and told him that I had received your letter, stating that the Providence tax had been paid there by the governor, acting as guardian. He said, however, that he could not take it on conjecture, and that they must have some receipt, signed by a government official; so I shall be much obliged if you could send me a duplicate receipt, or a line from the assessor, to show at the office here.

Yours, truly,
(Signed) W. S. HOYT.

Exhibit B, Jan. 30, 1877.—*J. H. G., U. S. C.*

NEW YORK, *June* 11, 1870.

Messrs. A. & W. SPRAGUE:

GENTLEMEN: I am in receipt of yours of 10th inst., enclosing check for three hundred dollars.

Yours, truly,
(Signed) W. S. HOYT.

Exhibit C, Jan. 30, 1877.—*J. H. G., U. S. C.*

NEW YORK, *Nov.* 9, 1870.

Mr. GREENE:

DEAR SIR: The account-current came duly to hand, for which I am much obliged, and find to be quite correct, except that you appear to have omitted a check for eight hundred dollars, that I think I
330 drew in the spring of 1868. See if you do not find it somewhere, charged against me; also, please let me have a memorandum of the bank stock, shares, and whatever there may be, as I am not quite sure about the different amounts of each.

Yours, truly,
(Signed) W. S. HOYT.

Exhibit D, Jan. 30, 1877.—*J. H. G., U. S. C.*

MARCH 29, 1871.

Mr. GALLUP:

DEAR SIR: I wrote to Cousin Amasa last week, asking him to send me twenty-five hundred dollars, but have heard nothing from him. I suppose he must have forgotten about it. Please drop me a line and let me know when I may expect it, as I am going away next Wednesday, and have to make my arrangements accordingly. If not convenient now, two or three weeks would do, if I can only know something about it.

Yours, truly,
(Signed) W. S. HOYT.

Exhibit E, Jan. 30, 1877.—*J. H. G., U. S. C.*

NEW YORK, *Oct.* 3, 1871.

Gov. SPRAGUE:

DEAR SIR: I should like to draw five thousand ($5,000) as soon as convenient to send it; and at the same time will you please tell them to send me a statement of my account-current, and oblige,

Yours, truly,
(Signed) W. S. HOYT.

331 *Exhibit F, Jan.* 30, 1877.—*J. H. G., U. S. C.*

NEW YORK, *Oct.* 17, 1871.

Messrs. A. & W. SPRAGUE MAN'F'G CO.:

GENTLEMEN: Your favor of 16th, enclosing check for $5,000 (five thousand dollars) is duly received.

I do not care for the account before the same time it was made last year.

Yours, truly,
(Signed) W. S. HOYT.

Exhibit G, Jan. 30, '77.—*J. H. G., U. S. C.*

NEW YORK, *Nov.* 17, 1871.

Messrs. A. & W. SPRAGUE:

GENTLEMEN: The statement of my account, made up to Oct. 31, came duly to hand. Will you please send me a check for twenty-five hundred dollars as soon as convenient and charge the same to my account.

Yours, truly,
(Signed) W. S. HOYT.

$2,500.

Exhibit H, Jan 30, '77.—*J. H. G., U. S. C.*

NEW YORK, *Nov.* 21, 1871.

Messrs. A. & W. SPRAGUE, *Providence:*

GENTLEMEN: Your favor of 20th enclosing check for $2,500 on Broadway Bank is duly received.

Yours, truly,
(Signed) W. S. HOYT.

332 *Exhibit J, Jan.* 30, '77.—*J. H. G., U. S. C.*

NEW YORK, *Dec.* 30, '71.

Messrs. A. & W. SPRAGUE:

GENTLEMEN: Will you please send me as soon as convenient a check for twenty-five hundred dollars, and charge the same to my account.

At the same time please tell me if there is anything in the matter of taxes that I should attend to here.

Yours, truly,
(Signed) W. S. HOYT.

Exhibit K, Jan. 30, '77.—*J. H. G., U. S. C.*

NEW YORK, *Jan.* 1, 1872.

Messrs. A. & W. SPRAGUE:

GENTLEMEN: Your favor of Jan. 1st, including check for twenty-five hundred dollars, came duly to hand, but I omitted acknowledging it at the time.

Yours, truly,
(Signed) W. S. HOYT.

Exhibit L, Jan. 30, '77.—*J. H. G., U. S. C.*

A. & W. SPRAGUE M'F'G CO.:

GENTLEMEN: As soon as convenient will you please send me account current for the last year, and oblige,

Yours, truly,
(Signed) W. S. HOYT.

NEW YORK, *Jan.* 9, '72.

333 *Exhibit M, Jan.* 30, '77.—*J. H. G., U. S. C.*

OFFICE OF HOYT, SPRAGUE & CO.,
New York, Feb. 6, 1872.

Messrs. A. & W. SPRAGUE, *Providence:*

GENTLEMEN: Please send me a check for twenty-five hundred dollars when convenient, and oblige,

Yours, truly,
(Signed) W. S. HOYT.

Exhibit N, Jan. 30, '77.—*J. H. G., U. S. C.*

NEW YORK, *Feb.* 13, '72.

Messrs. A. & W. SPRAGUE, *Providence:*

GENTLEMEN: Yours of Feb. 8, inclosing check for twenty-five hundred dollars, came duly to hand.

Yours, truly,
(Signed) W. S. HOYT.
459 Nat'l B'dway.

Exhibit O, Jan. 30, '77.—*J. H. G., U. S. C.*

NEW YORK, *Oct.* 13, 1871.

Governor SPRAGUE:

DEAR SIR: Please do not forget to send me the check for five thousand dollars, as I want to use it at once. I will write to Mr. Greene for the statement of account, and he can send it to me at his leisure.

Yours, truly,
(Signed) W. S. HOYT.

334 *Exhibit P, Jan.* 30, '77.—*J. H. G., U. S. C.*

NEW YORK, *March 12th*, 1872.

Messrs. A. & W. SPRAGUE, *Providence:*

GENTLEMEN: Will you please send me a check for two thousand dollars, when convenient, and oblige,

Yours, truly,
(Signed) W. S. HOYT.
$2,000.

Exhibit Q, Jan. 30, '77.—J. H. G., U. S. C.

OFFICE OF HOYT, SPRAGUES & CO.,
New York, March 18, 1872.

Messrs. A. & W. SPRAGUE:

GENTLEMEN: Yours of 13th inst., inclosing check for $2,000, came duly to hand.

Yours, truly,
(Signed) W. S. HOYT.

Exhibit R, Jan. 30, '77.—J. H. G., U. S. C.

MAY 30, 1872.

Messrs. A. &. W. SPRAGUE:

GENTLEMEN: Will you please send me a check for fifteen hundred dollars, at your convenience, and charge the same to my account.

Yours, truly,
(Signed) W. S. HOYT.

335 *Exhibit S, Jan. 30, '77.—J. H. G., U. S. C.*

NEW YORK, *June 3d*, '72.

Messrs. A. & W. SPRAGUE:

GENTLEMEN: Your favor of 31st is received, enclosing check for $1,500.

Yours, very truly,
(Signed) W. S. HOYT.

Exhibit T, Jan. 30, '77.—J. H. G., U. S. C.

NEW YORK, *July* 11, 1872.

Messrs. A. & W. SPRAGUE:

GENTLEMEN: I am in receipt of yours of 10th inst., enclosing check for $1,500, on Merchants' Exchange National Bank.

Yours, truly,
(Signed) W. S. HOYT.

Exhibit U, Jan. 31, '77.—J. H. G., U. S. C.

Messrs. A. & W. SPRAGUE:

GENTLEMEN: Will you please send me a check for $1,500, and charge the same to my account.

Yours, resp'y,
(Signed) W. S. HOYT.

NEW YORK, *July* 9, 1872.

Exhibit V, Jan. 30, '77.—J. H. G., U. S. C.

Messrs. A. &. W. SPRAGUE:

GENTLEMEN: Will you please send me a check for $2,500, and charge the same in account.

Yours, truly,
(Signed) W. S. HOYT.

NEW YORK, *Aug. 3d*, 1872.

336 *Exhibit W, Jan.* 30, '77.—*J. H. G., U. S. C.*

Messrs. A. W. SPRAGUE, *Providence:*

GENTLEMEN: Will you please send me a check for 3,500 dollars, and charge the same to my account.

Very resp'y yours,
(Signed) W. S. HOYT.

NEW YORK, *Sept.* 30, 1872.

Exhibit X, Jan. 30, '77.—*J. H. G., U. S. C.*

Messrs. A. & W. SPRAGUE:

GENTLEMEN: I am in receipt of your favor of 24th enclosing check for twenty-five hundred dollars.

Yours, truly,
W. S. HOYT.

NEW YORK, *Aug.* 26, 1872.

Exhibit Y, Jan. 30, '77.—*J. H. G., U. S. C.*

Messrs. A. & W. SPRAGUE, *Providence:*

GENTLEMEN: About ten days since I wrote, asking you to send me thirty-five hundred dollars, but I have received no reply.

If not convenient to send all at present, will you please send a portion, and oblige,

Yours, resp'y,
(Signed) W. S. HOYT.

NEW YORK, *Oct.* 10, 1872.

337 *Exhibit Z, Jan.* 30, '77.—*J. H. G., U. S. C.*

Messrs. A. & W. SPRAGUE:

GENTLEMEN: I have received no reply to my letter of the 10th.

If not convenient to send the money at present, will you please write me a line to say when I may expect it, as I have need of the same, and would like to be able to make some calculations in regard to it.

Yours resp'y,
(Signed) W. S. HOYT.

NEW YORK, *Oct.* 15, 1872.

Exhibit AA, Jan. 30, '77.—*J. H. G., U. S. C.*

Messrs. A. & W. SPRAGUE:

GENTLEMEN: I am in receipt of your favor of the 15th inst., inclosing a check for thirty-five hundred dollars.

Very resp'y,
(Signed) W. S. HOYT.

NEW YORK, *Oct.* 16, 1872.

Exhibit BB, Jan. 30, '77.—*J. H. G., U. S. C.*

Messrs. A. & W. SPRAGUE:

GENTLEMEN: Will you please send me a check for three thousand dollars, and charge the same to my account.

Yours resp'y,
(Signed) W. S. HOYT.

NEW YORK, *Nov.* 4, 1872.

338 *Exhibit CC, Jan.* 30, '77.—*J. H. G., U. S. C.*

OFFICE OF HOYT, SPRAGUE & Co.,
New York, , 1872.

Gov. SPRAGUE:

DEAR SIR: I have written to the firm asking them to send me $3,000: the furnishing our house in town has made expenses larger for the time being, and made it necessary for me to draw more than I intended.

Yours resp'y,
(Signed) W. S. HOYT.

Exhibit DD, Jan. 30, '77.—*J. H. G., U. S. C.*

NEW YORK, *April* 28, 1876.

Messrs. A. & W. SPRAGUE:

GENTLEMEN: I am in receipt of your favor of 26th, enclosing check for $2,500, for which accept my thanks.

Yours truly,
(Signed) W. S. HOYT.

Exhibit EE, Jan. 30, '77.—*J. H. G., U. S. C.*

NEW YORK, *July* 10, '73.

DEAR GOVERNOR: I ascertained through Mr. Gallup that I could dispose of my 122 shares in the Bank of Commerce to the Cranston Savings Bank, and that by so doing you could still control the stock if wanted for voting purposes. As it stands in your name as guardian, will you please make the transfer for me?

I sell it because I want to reinvest the money in something else, and as I understand it will still be subject to your control.

339 Mr. Gallup has made all the arrangements of prices, &c., and it only has to be transferred.

Yours truly,
(Signed) W. S. HOYT.

Exhibit FF, Jan. 30, '77.—*J. H. G., U. S. C.*

NEW YORK, *Aug.* 19, 1873.

Messrs. A. & W. SPRAGUE M'F'G Co.:

GENTLEMEN: I wrote last week asking you to send me twenty-five hundred dollars. I regret being obliged to draw when money is so scarce, but need it for living expenses. Please let me hear from you as soon as convenient.

Yours truly,
(Signed) W. S. HOYT.

Exhibit GG, Jan. 30, '77.—*J. H. G., U. S. C.*

NEW YORK, *Sept.* 11, '73.

Messrs. A. & W. SPRAGUE M'F'G Co.:

GENTLEMEN: I am in rec't of your favor of 5th inst., enclosing check for twenty-five hundred dollars. It should have been acknowledged before, but only reached me, as I was out of town and letters that were forwarded to me missed me and were returned to-day.

Yours truly,
(Signed) W. S. HOYT.

Exhibit HH, Jan. 30, '77.—*J. H. G., U. S. C.*

PROVIDENCE, *Dec.* 1, 1873.

Hon. WILLIAM SPRAGUE:

DEAR SIR: I come here to get you to transfer to the respective owners the Quidnick and bank stock which you hold as guard-
340 ian for my sister, brother, and me; but as you are absent, I leave with Mr. Greene the power appointing me attorney for my brother and sister, and enclose power appointing Mr. Greene attorney to make the necessary transfer, which please execute and send to him by return mail.

Yours truly,
(Signed) W. S. HOYT.

Exhibit KK, Jan. 30, '77.—*J. H. G., U. S. C.*

OFFICE OF THE A. & W. SPRAGUE MANUFACTURING CO.,
Providence, R. I., , 187 .

Rec'd Providence, July 11, 1873, from William Sprague, guardian, one hundred and twenty-two shares of stock in the National Bank of Commerce of Providence, heretofore standing on books of said bank in name of Wm. S. Hoyt, Wm. Sprague, guardian, now transferred as per my request to Cranston Savings Bank, to whom I have sold same.
(Signed) W. S. HOYT.

Exhibit LL, Jan. 30, '77.—*J. H. G., U. S. C.*

NEW YORK, *July* 15, 1873.

Messrs. A. & W. SPRAGUE MANUF'G CO.:

GENTS: I am in receipt of your favor of 12th inst., enclosing check for $6,740\frac{50}{100}$, being proceeds from sale of 122 shares of stock in the National Bank of Commerce.

The receipt which you send me I re enclose with signature.

Yours truly,
W. S. HOYT.

MEM.—Stock receipt on file with certificate.

341 *Exhibit MM, Jan.* 30, '77.—*J. H. G., U. S. C.*

OFFICE OF A. W. SPRAGUE MANUFACTURING CO.,
Providence, R. I., Dec. 8, 1873.

Received of Wm. Sprague, guardian, the following described property, viz:

One U. S. 6 % bond, 29662	$100
One bond of the N. Y., Prov. & Bos. R. R. Co., 155	1,000
One do. do. 156	1,000

One certificate of 123 shares of stock in Quidnick Company. Certificate 33.

(Signed) CHARLES G. FRANCKLYN.
For W. S. HOYT.

Exhibit NN, Jan. 30, '77.—*J. H. G., U. S. C.*

NEW YORK, *August* 25, '69.

Messrs. A. & W. SPRAGUE, *Providence:*

GENTLEMEN: The assessors of internal revenue have sent to me sev-

eral times to make my tax returns, and I have put it off up to the present time, not knowing how my account stood, or to what time the tax may have been already paid.

This morning, as a matter of favor, they gave me five or six more days' grace.

So will you be kind enough to send me my account, that I may give them a statement understandingly.

Yours truly,

W. S. HOYT.

342 *Exhibit OO, Jan. 30, '77.—J. H. G., U. S. C.*

NEW YORK, *Nov.* 13, '70.

Mr. GREEN:

DEAR SIR: Never having had any account current, will you please make it out at your convenience and enclose to me?

Yours truly,
(Signed)

W. S. HOYT.

Deposition of Susan S. Francklyn.

UNITED STATES OF AMERICA,
Southern District of New York,
City, County, and State of New York, ss:

Be it remembered, that on the 31st day of January, in the year of our Lord one thousand eight hundred and seventy-seven, I, James H. Gilbert, a commissioner, duly appointed by the circuit court of the United States for the southern district of New York, in the second circuit, under and by virtue of section 627 of the Revised Statutes of the United States, did call and cause to be and personally appear before me, at No. 111 Broadway, in the city of New York, in the said southern district of New York, in the State aforesaid, Susan S. Francklyn, to testify and the truth to say, on the part and behalf of the complainants, in a certain suit or matter of controversy now depending and undetermined in the circuit court of the United States, for the district of Rhode Island, wherein William S. Hoyt is complainant, and Amasa Sprague and others are respondents, and in a certain other suit now pending and undetermined in said court, wherein Charles G. Francklyn and another are complainants, and the said Amasa Sprague and others are respondents.

And the said SUSAN S. FRANCKLYN, being about the age of thirty-one years, and having been by me first cautioned and sworn to tes-
343 tify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Susan S. Francklyn, and she did thereupon depose, testify, and say as follows, viz:

By Mr. BUTLER:

Q. You are one of the plaintiffs in the suit of yourself and husband against Mrs. Mary Sprague and others?

A. I am.

Q. And you are a sister of Mr. William S. Hoyt, who is also plaintiff in a like suit?

A. Yes, sir.

Q. You are daughter of the late Edwin Hoyt of this city?
A. Yes, sir.
Q. And of Susan Sprague, his wife?
A. Yes, sir.
Q. Please state whether you were born in this city.
A. Yes; I was.
Q. And whether you have been a resident of this city or its vicinity all your life?
A. Yes, sir.
Q. Please state when you became of age, and also the date of your marriage to Mr. Francklyn.
A. I became of age in October, 1866, and I was married in the fall of 1869 to Mr. Charles G. Francklyn.
Q. Up to the time of your marriage did you live with your father at No. 94 Fifth avenue, in this city?
A. Yes, sir.
Q. Please give the date of your mother's death.
A. It was in October, either 1852 or 1853; I am not quite sure.
Q. She died in this city?
A. At Astoria, Long Island.
Q. Do you recollect the fact of the death of your grandfather, William Sprague?
344 A. Yes, sir; perfectly, and I attended his funeral at Providence; that was in the year 1856, I think.
Q. At the time of your grandfather's death you were about 11 years of age?
A. Just 11; I think he died on my birthday.
Q. From the time of your grandfather's death, please state whether you had any knowledge or information in regard to your interest, if any, in his estate.
A. I had none.
Q. Did you at any time make any enquiry of your father in reference to your property or interest in your grandfather's estate?
A. Yes, sir; I did; several times.
Q. Please state when you made those enquiries, and where, as near as you can recollect.
A. After I ceased to be a child I asked him several times, on different occasions.
Q. What was the substance of his answers to your enquiries?
A. He always turned me off, or made a joke of it, or if he could not get over it in any other way he used to leave the room; I never got a reply.
Q. Do you state this as occurring several times?
A. Several times.
Q. Please state as near as you can how often such enquiries were made by you.
A. Perhaps half a dozen times.
Q. Before or after your marriage?
A. Before.
Q. Did you know that Mrs. Mary Sprague, your maternal grandmother, was your guardian in the State of Rhode Island; if so, when did you first learn that fact?
A. I cannot tell when I first knew it, but I have an impression
345 Q. Did you ever receive any information from her with regard to your interest in your grandfather's estate of any kind?
A. Never.

Q. Did you ever learn from her the fact that she was your guardian?
A. Never.
Q. Do you recollect in what manner you first learned that fact?
A. No.
Q. State whether or not you are quite sure you did not learn it from her, or any information received from her.
A. Quite sure.
Q. State whether or not you ever heard or knew prior to the failure of the A. & W. Sprague Manufacturing Co. that Mrs. Mary Sprague had never accounted as administratrix of the estate of your grandfather.
A. I do not think I knew anything about it.
Q. Did you ever receive any notice or communication in reference to the appointment of William Sprague as your guardian in place of Mrs. Mary Sprague?
A. None at all.
Q. Did you ever have any information in regard to any of the steps or proceedings by which William Sprague was appointed your guardian in the State of Rhode Island?
A. No; none.
Q. Did you ever have any interview or conversation with either Mrs. Mary Sprague or William Sprague on the subject of their respective guardianship of your property, or in reference to the property itself?
A. None.
Q. Did you ever receive any accounts from Mrs. Mary Sprague as guardian?
A. None.
346 Q. Did you ever receive any accounts from William Sprague, as guardian?
A. Before my marriage?
Q. At any time.
A. Not before my marriage.
Q. You have already given the date of your marriage?
A. Yes, sir.
Q. Please state how soon after that you first received any account from William Sprague as guardian.
A. I received one in October, 1870, and one in the following March, through Mr. Green always.
Q. Mr. Green I understand to have been the bookkeeper or treasurer of the A. & W. Sprague Manufacturing Co.?
A. He was.
(Above accounts produced being seven in number, marked for identification, S. S. F., January 31st, 1877, Exhibits A, B, C, D, E, F, & G, J. H. G., U. S. C.)
Q. Please look at the seven papers now produced, and say if they are the accounts you received from William Sprague, guardian.
A. I cannot say that they are all. (After looking.) Yes, sir; I think they are all the accounts I received.
Q. Can you state, or do you know, how it was that accounts were furnished to you after your marriage and not before?
A. Because Mr. Francklyn asked for them.
Q. Was any information furnished you, or had you any knowledge at any time during the period covered by those accounts in reference to the manner in which your interest in the property of your grandfather had been treated by Mrs. Sprague or William Sprague as your guardian?
A. No; none whatever.
Q. Had you any knowledge or information as to the manner in

which the property of the firm of A. & W. Sprague had been
347 turned over or conveyed to the A. & W. Sprague Manufacturing Co.?

A. None.

Q. When did you first receive or acquire any information on that subject? Was it before or after the failure of the A. & W. Sprague Manufacturing Co.?

A. After.

Q. Please state whether or not such information was derived in connection with the legal proceedings instituted by your brother and husband, and on your behalf, against the company.

A. Yes, sir.

Q. Please state whether or not, in the absence of that information, you assumed and supposed that everything that had been d'ne in the State of Rhode Island by or on behalf of your guardians had been legally and formally done.

A. I took it for granted that it had.

Q. Please state whether or not, so taking it for granted, you did not make any inquiry or investigation on that subject until you received the information to which you refer.

A. Yes, sir; that is so.

Q. Do you know, except from the information ascertained since the failure of the A. & W. Sprague Manufacturing Co., or had you known at any time previous what was the actual position or condition of your interest in your grandfather's estate, or in the property held and managed by A. & W. Sprague?

A. No.

Cross-examination:

Q. Please look at the various papers now shown you and state whether the same bear your genuine signature. (Paper shown witness.)

A. I have examined the several papers shown me, and they are all either in my handwriting or bear my signature.

348 Defendant puts the above papers, identified, in evidence, and marked Defendant's Exhibits Nos. 1 to 23, inclusive. Mrs. Francklyn's correspondence.

Q. Please look at the paper now shown you, and state whether you received the items of property therein mentioned, for which it appears on the face of the paper that your husband, Charles G. Francklyn, receipted.

A. Yes, sir.

Above papers offered in evidence, and marked Mrs. Francklyn's receipt for stocks, and is hereto annexed marked Ex. 24, Jan. 31, 1877, J. H. G., U. S. C.

Q. Do you remember receiving, from time to time, letters from Mr. Charles Green? and please refer to supposed copies of such letters, dated respectively October 12, 1869, March 11, 1870, and October 11, 1869, now shown you, and state whether, to the best of your remembrance and belief, you received letters, of which the papers shown you are copies; and if you have the originals, please produce them.

A I believe I have the originals of the papers of which these purport to be copies.

Q. State whether the papers now shown you are powers of attorney executed by you for the transfer of shares standing in your name in the Quidnick Company.

A. They are.

(The power of attorney is dated 9th December, 1873.)

Above paper produced, and marked Mrs. Francklyn's Power of Attorney, and is hereto first annexed.

Q. State whether you have not received, prior to the failure of the A. & W. Sprague Manufacturing Co., and after you became of age, notices from time to time of general and special meetings of the A. & W. Sprague Manufacturing Co. and the Quidnick Co.

A. Not before my marriage that I remember.

Q. State whether after your marriage.

A. After my marriage; yes.

349 Redirect:

Q. The receipt for bonds and certificates of shares of stock, signed by your husband, and produced in evidence on the part of the defendants, is dated December 8th, 1873, and the power of attorney to transfer stock of the Quidnick Co. is dated on the same day; please state whether that was before or after you ascertained the facts alleged in your bill of complaint in reference to the state of the accounts and the acts of the defendants William and Amasa Sprague and others, which are therein alleged.

A. I did not know; I had not a very accurate knowledge of anything then.

Q. Do you recollect about when it was that the A. & W. Sprague Manufacturing Co. failed?

A. In November, 1873.

Q. Then you now say that these papers were signed before you ascertained the facts referred to in the interrogatory just put?

A. Yes, sir.

Q. Do you remember the fact that for some time—for several months after the failure of the A. & W. Sprague Manufacturing Co. your husband and your attorney were engaged in making investigations into the facts which are set forth in the bill of complaint?

A. Yes, sir.

Q. In reference to the receipts for money and letters which have been produced and shown to you, I ask you whether during all the time covered by the dates of these papers, you had any knowledge of the state of the accounts of the A. & W. Sprague Manufacturing Co.?

A. I had no knowledge whatever.

Q. Had you any knowledge in reference to the account which
350 had been had between A. & W. Sprague, or the partners of that firm, or your grandmother, as guardian, or in reference to your interest in the estate of your grandfather?

A. No.

Recross:

Q. Do you not remember that the state of feeling on the part of your grandmother toward William Sprague was very bitter after 1862, when her son Byron left the firm, and continued up to 1865?

A. I do not know anything about it whatever.

Q. Was not your grandmother in the habit of visiting your father's house?

A. Yes, sir.

Q. And were you not also in the habit of visiting your grandmother's?

A. Yes, sir.

Q. Did you not, after 1862, that being the year when Byron Sprague sold out his interest in the firm of A. & W. Sprague, often hear your grandmother express herself bitterly towards William Sprague?

A. I heard her say good things and bad things about everybody; she is a woman governed by impulse very much.

(Answer objected to as not responsive to the question.)

Q. Please state particularly whether you have not within the period enquired of heard your grandmother express herself bitterly against William Sprague?

A. Yes, sir; I have, of course.

(The counsel here stipulate that copies of such papers as have been introduced in evidence in connection with the foregoing deposition may be annexed hereto with the same force and effect as if the originals had been annexed.)

351 It is stipulated that the testimony of this witness and the other witnesses to be examined on behalf of the complainant be taken down and written out by the stenographer with like effect as if written down by the commissioner in person, and is to be read over to the witnesses and signed by them, respectively, and authenticated by the commissioner, and transmitted to the clerk in accordance with the equity rules, and that said testimony shall be used in both the above-entitled actions and in any proceedings therein with like effect as if separately taken in each of said actions.

SUSAN S. FRANCKLYN.

Subscribed and sworn to this 9th day of February, 1877.

[SEAL.] JAMES H. GILBERT,
U. S. Com'r, Southern District of N. Y.

No. 31. Capital, $500,000. 122 shares.

THE QUIDNICK COMPANY, PROVIDENCE, RHODE ISLAND.

Incorporated 1862. 5,000 shares, 100 each.

This is to certify that Susan S. Francklyn, of New York, is the owner at the date hereof of one hundred and twenty-two shares of the capital stock of the Quidnick Company, which are transferable only upon the books of said company at their office in Providence, R. I.

WM. SPRAGUE,
President.

[SEAL.] THOS. WHITMAN,
Secretary.

PROVIDENCE, R. I., *December* 8, 1873.

CHAS. G. FRANCKLYN. [SEAL.]
SUSAN S. FRANCKLYN. [SEAL.]

Sealed, signed, and delivered in presence of—
CHARLES EDGAR MILLS.
WILLIAM H. JACKSON.

352 STATE OF NEW YORK,
City and County of New York, ss:

Be it remembered that on this 9th day of December, A. D. 1873, before me, Charles Edgar Mills, a commissioner of the State of Rhode Island to take the acknowledgment of deeds, &c., personally appeared the within-named Charles G. Francklyn and Susan S. Francklyn and acknowledged the foregoing instrument to be their voluntary act and deed, hands and seals.

And afterwards, on the same day, came Susan S. Francklyn, and being by me examined privily and apart from her said husband, when the foregoing instrument, by her subscribed, was shown and explained to her by me, when she declared to me that the same was her free, voluntary act and deed, hand and seal, and that she did not wish to retract the same.

In witness whereof I have hereunto set my hand and affixed my official seal this 9th day of December, A. D. 1873.

[SEAL.] CHARLES EDGAR MILLS,
Commissioner for Rhode Island in New York,
117 *Broadway, N. Y. City.*

Know all men by these presents that we, Charles G. Francklyn and Susan S., wife of the said Charles G. Francklyn, both of the city of New York, for and in consideration of the sum of thirty thousand five hundred dollars to us paid by George C. Allen, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, assign, transfer, and set over to him, the said George C. Allen, one hundred and twenty-two shares in the capital stock of the Quidnick Company, legally incorporated by the legislature of the State of Rhode Island, and established and doing business in the State of Rhode Island, and which said shares now stand in the name of Susan S. Francklyn on the books of said company.

To have and to hold the same, with all the rights and privi-
353 leges, dividends and profits thereof, to him, the said George C. Allen, his executors, administrators, and assigns, forever.

In testimony whereof we have hereunto set our hands and seals this ninth day of December, in the year of our Lord one thousand eight hundred and seventy three.

Know all men by these presents that for value received we, Charles G. Francklyn and Susan S., his wife, of the city of New York, do hereby make, constitute, and appoint, irrevocably, Edwin Hoyt true and lawful attorney (with power of substitution) for us, and in our name and stead, to sell, assign, and transfer unto any person or persons whatsoever one hundred and twenty-two shares now standing in the name of Susan S. Francklyn in the capital stock of the Quidnick Company.

And our said attorney is hereby fully empowered to make and pass all necessary acts for the said assignment and transfer.

Witness our hands and seals 9th December, 1873.

CHAS. G. FRANCKLYN. [SEAL.]
SUSAN S. FRANCKLYN. [SEAL.]

Signed, sealed, and delivered in presence of—
CHARLES EDGAR MILLS.
WILLIAM H. CLARKSON.

STATE OF NEW YORK,
City and County of New York, ss:

Be it remembered that on this 9th day of December, A. D. 1873, before me, Charles Edgar Mills, a commissioner of the State of Rhode Island to take acknowledgment of deeds, &c., personally appeared the within-named Charles G. Francklyn and Susan S. Francklyn, and acknowledged the foregoing instrument to be their voluntary act and deed, hands and seals.

And afterwards, on the same day, came Susan S. Francklyn, and being by me examined privily and apart from her said husband, when the foregoing instrument, by her subscribed, was shown and ex-
354 plained to her by me, when she declared to me that the same was her free, voluntary act and deed, hand and seal, and that she did not wish to retract the same.

In witness whereof I have hereunto set my hand and affixed my official seal this 9th day of December, A. D. 1873.

[SEAL.] CHARLES EDGAR MILLS,
Commissioner for Rhode Island in New York,
117 *Broadway, N. Y. City.*

DR. *Susan S. Hoyt in account with William Sprague, guardian.* CR.

1866.				1866.			
Sept.	1	For paid C. R. Hill's acc., fees, &c., October 23d, '65	6 69	Sept.	1	By special fund per report of referee:	
"	"	" city tax for 1865, May 22d, '66	508 13			July 15, '65	$47,083 33
"	"	" U. S. probate court, August 11th, '66	57 73			Less per report in settlement of Rice estate	$2,464 78
	13	" Mary Sprague, balance due her for services as guardian	383 85			Less proportional part of amount charg'd Mary Sprague, administrator, on same settlement	216 65
Oct.	9	" income tax for 1865	942 85				2,681 43
	9	" probate charges	51 25				$44,401 90
	10	" city tax for 1866	501 49			" Dividend A. & W. S. M'f'g Co	6,600 00
	31	" appraisers	25 00			" " Quid'k Co	1,220 00
1867.				1867.			
Mar.	8	" draft on acc. dividend	2,000 00	July	1	" "	1,220 90
June	27	" income tax for 1866	195 34			" " A. & W. S. M'f'g Co	4,400 00
Sept.	20	" draft	5,604 34	1868.			
Oct.	31	" draft at sight	2,500 00	Nov.	14	" National Bank of Commerce	884 50
Nov.	23	" " "	1,500 00	1869.			
1868.				April	9	" " " "	244 00
April	10	" check 616 on Fourth National Bank New York	2,500 00	June	16	Coupons collected	465 14
May	26	" income tax for 1867	43 78	July	1	"	47 95
Oct.	20	" E. Hoyt, on her acc., check $784, on Fourth National	3,000 00	"		Dividend Quid'k Co	1,220 00
Dec.	7	" city tax, assessed November 14th, 1868	72 00	Sept.	8	Coupons collected	28 50
	24	" check 866 on Fourth National Bank New York	1,500 00		30	Interest on $44,401 90, net amount of special fund to date, 4 y'rs 6 mos	11,968 51
1869.							
Mar.	22	" check 9043 on Fourth National Bank New York	1,500 00				
356							
June	8	For paid check 1013 on Fourth National Bank New York	1,500 00				
	14	" income tax for 1868	186 97				
July	14	" E. Hoyt, check $1,060 on Fourth National Bank	2,000 00				
			$26,560 42				
Oct.	1	Balance forward, as follows:					
		Special fund $44,401 90					
		Over and above same 1,758 18	46,160 08				
			$72,740 50				$72,740 50
				Oct.	1	By balance, found as follows:	
						Special fund $44,401 90	
						Over and above same 1,758 18	$46,160 08

DR. *Susan S. Hoyt in account with William Sprague, guardian.* CR.

1869.			1869.		
Oct. 9	For balance forward, as follows:		Oct. 1	By balance, as follows:	
	Special fund.....$44,401 90			Special fund.....$44,401 90	
	Over and above same.....6,402 18			Over and above same.....1,758 18	
		$50,804 08			$46,160 08
			8	Dividend 4 % on 122 shares Nat. B'k Commerce, Prior.....	244 00
			9	Dividend $10 per share on 440 shares A. & W. S. M'f'g Co., for operations of year ending Mch. 31, '69, due us. Cash this day.....	4,400 00
		$50,804 08			$50,804 08
			Oct. 9	By balance forward as follows:	
				Special fund.....$44,401 90	
				Over and above same.....6,402 18	
					$50,804 08

DR. *Susan S. Hoyt, in account with William Sprague, guardian.* **CR.**

1869.				1869.			
Oct. 27	For paid draft for		$5,000 00	Oct. 11	By balance rendered as follows:		
Dec. 9	Do. city tax assessed Oct. 15, 1869		73 20		Special fund	$44,401 90	
1870.					Over and above same	6,402 18	
March 1	Balance forward as follows:						$50,804 08
	Special fund	$44,401 90		30	Coupons collected, U. S. 6 %		3 85
	Over and above same	1,401 23		Dec. 31	Do. Q. M. Co.		39 90
			45,803 13	1870.			
				Feb. 7	Do. N. Y., P. & B. R. R. Co		28 50
			$50,876 33				$50,876 33
				March 1	By balance forward as follows:		
					Special fund	$44,401 90	
					Over and above same	1,401 23	
							$45,803 13

SECURITIES.

133 shares Nat'l Bank of Commerce, Prov., par	$50
U. S. 6 % bonds, $29 661 62, par	100
N. Y., Prov. & Boston R. R. bonds, 154, 1878, par	1,000
Quicksilver Mining Co. bonds, 156, 1879, par	1,000
440 shares A. & W. S. M'f'g Co., par	100
123 do. Quidnick Co., par	100

DR. *Susan S. Hoyt, in acct. with William Sprague, guardian.* CR.

1870.					
March 23	To payment of S. S. Franclyn's draft on A. & W. S. M'f'g Co., to balance acct. up to March, 1870, per acct. rendered March 11, 1870	$1,401 23	March 1	By balance forward, as follows:	
				Per acct. rendered March 11, 1870.	
				Special fund $44,401 90	
				Over and above same 1,401 23	
					$45,803 13
October 7	To balance forward as follows:		April 7	By dividend 4 % Nat. Bank of Commerce, Providence	244 00
	Special fund $44,401 90		30	By proceeds coupon of U. S. bonds	3 44
	Over and above same 3,224 49		June 30	" " " Quicksilver Mining Co	38 94
		47,626 39	July 30	By proceeds coupon N. Y., P. & B. R. R. Co	30 00
			Sept. 30	" interest 1 year to date on special fund	2,664 11
			October 7	" dividend 4 % Nat. Bank of Commerce, Providence	244 00
		$49,027 62			$49,027 62
			October 7	By balance forward, as follows:	
				Special fund $44,401 90	
				Over and above same 3,224 49	
					$47,626 39

DR. *Susan S. Hoyt, in account with William Sprague, guardian.* CR.

1870.			1870.		
Nov. 11	To payment of S. S. Franckiyn's draft, Nov. 7, on A. & W. S. M'f'g Co. to balance acc. up to Oct. 7, 1870, per account rendered that date	$3,224 49	Oct. 7	By balance forward, as follows:	
Dec. 1	Paid city of Providence tax	81 00		Per acct. rendered this date.	
1871.				Special fund $44,401 90	
April 13	Payment of her draft April 11, 1871, on A. & W. S. M'f'g Co.	2,000 00		Over and above same 3,224 49	
Oct. 2	Balance forward, as follows:				$47,626 39
	Special fund $44,401 90		31	Proceeds coupon U. S. bond	3 33
	Over and above same 970 40		Dec. 31	Do. do. Quicksilver Mining Co.	36 67
		45,372 30	1871.		
			Feb'y 2	Do. do. N. Y., P. & B. R. R. Co	29 25
			April 7	Dividend 4 % Nat. B'k of Commerce, Prov	244 00
			May 1	Proceeds coupon U. S. bond	3 33
			July 1	Do. do. Quicksilver Mining Co	39 46
			31	Do. do. N. Y., P. & B. R. R. Co	29 25
			Sept. 30	Interest 1 year to date on special fund	2,664 11
		$50,677 79			$50,677 79
			Oct. 2	By balance forward, as follows:	
				Special fund $44,401 90	
				Over and above same 970 40	
					$45,372 30

DR. *Susan S. Hoyt, in account with William Sprague, guardian.* CR.

1871.			1871.			
Oct. 12	To cash paid sight drafts of Susan S. Francklyn, on A. & W. Sprague Manufacturing Co., Oct. 11, 1872	$1,214 44	Oct. 2	By balance forward, as follows:		
Dec. 5	To cash paid city of Prov., tax assessed Oct. 20, 1871, on $6,000 personal, at $1.35	81 00		Per act. rendered this date, thus—		
1872.				Special fund	$44,401 90	
April 15	To cash paid sight draft of Susan S. Francklyn, on A. & W. Sprague Manufacturing Co., April 13, 1872	1,500 00		Over and above same	970 40	
Oct. 1	Balance forward, as follows:					$45,372 30
	Special fund	$44,401 90	10	" dividend 4 % Nat. Bank of Commerce		244 00
	Over and above same	1,470 84	Nov. 4	" proceeds coupon U. S. bond		3 36
		45,872 74	1872.			
			Jan. 6	" proceeds coupon Quicksilver Mining Co		38 15
			Mar. 7	" proceeds coupon N. Y., Prov. & Boston R. R. Co		39 35
			Ap'l 9	" proceeds dividends 4 % Nat. B'k of Commerce		244 00
			May 3	" proceeds coupon U. S. bond		3 97
			Aug. 24	" proceeds coupon Quicksilver Mining Co	39 60	
				" proceeds coupon N. Y., Prov. & Boston R. R. Co.	30 00	
						69 60
			Sept. 30	" proceeds interest one year to date on special fund		2,664 11
		$46,668 14				$46,668 14
			Oct. 1	" balance forw'd, as follows:		
				Special fund	$44,401 90	
				Over and above same	1,470 84	
						$45,872 74

Exhibit G, Jan. 31, 1877.—J. H. G., U. S. C.

Dr. *Susan S. Hoyt, in account with William Sprague, guardian.* **Cr.**

1872.			1872.			
Nov. 19	To paid sight draft of S. S. Franklyn, Nov. 18, 1872	$1,714 84	Oct. 1	Balance forward, per acc't rend. this date, thus:		
Dec. 3	" paid city of Prov. taxes for 1873, on $6,000, @ $ .35	81 00		Special fund	$44,401 90	
1873.				Balance over and above same	1,470 84	
April 2	To cash on account	1,500 00				$45,872 74
Oct. 31	" balance forw'd to new acc't, as follows:		" 16	Dividend Nat. Bank of Commerce, 4 % on 122 shares		244 00
	Special fund	$44,401 90	Nov. 16	Dividend proceeds of coupon of U. S. 6 % bond, $3 prem., 13½ %		3 40
	Over and above same	1,939 73	1873.			
		46,341 63	Jan. 9	Dividend proceeds of coupon of Quicksilver Mining Co. bond, due January 1, 1873, 35 gold pr'm, 12½ %, 4.39		39 39
			Feb. 26	Dividend proceeds coupon N. Y., Prov. & Boston R. R. Co. bond, due May 1, 1873		30 00
			May 3	Dividend proceeds of coupon of U. S. 6 % bond, due May 1, 1873		3 50
			" 5	Dividend Nat. Bank of Commerce, 4 % on 122 shares		244 00
			July 11	Dividend proceeds of coupon of Quicksilver Mining Co. bond, due July 1, 1873, 35 gold prem., 15 %, 5.63		40 42
			Aug. 14	Dividend coupon of N. Y., Prov. & Boston R. R. Co. bond, due August 1, 1873		30 00
			Oct. 15	Dividend Nat. Bank of Commerce, 4 % on 122 shares		244 00
			" 31	Interest 1 year and 1 month to date, on special fund of $44,401.90, @ 6 %		2,686 12
		$48,037 47				$48,037 47
			Oct. 31	By balance brought forw'd, as follows:		
				Special fund	$44,401 90	
				Over and above same	1,939 73	
						$46,341 63

363 *Exhibit* 1, *Jan.* 31, '77.—*J. H. G., U. S. C.*

NEW YORK, *Jan'y 17th*, 1867.

$2,000.

A. & W. SPRAGUE MANUF'G CO.:

Pay to the order of Edwin Hoyt two thousand dollars on account of my dividend.

(Signed) SUSAN S. HOYT.

[Stamp.]

(Endorsed as follows:) "Susan S. Hoyt, draft, paid Jan. 17, '67." "Pay to the order of A. & W. Sprague Man'f'g Co.; Edwin Hoyt." "Paid March 8, 1867." "A. & W. Sprague M'f'g Co., per Amasa Sprague, treas."

Exhibit 2, *Jan.* 31, '77.—*J. H. G., U. S. C.*

NEW YORK, *April 2d*, 1867.

$5,603.34.

A. & W. SPRAGUE M'F'G CO.:

Pay to the order of Edwin Hoyt five thousand six hundred and three $\frac{34}{100}$ dollars on account of dividend.

(Signed) SUSAN S. HOYT.

[Stamp.]

(Endorsed as follows:) "Pay to the order of A. & W. Sprague Man'f'g Co.; Edwin Hoyt." "Susan S. Hoyt, draft, paid September 20, 1867."

(Written across the face:) Paid Sept. 25, '67. Greene.

Exhibit 3, *Jan.* 31, '77.—*J. H. G., U. S. C.*

NEW YORK, *Nov.* 22, 1867.

$1,500.

A. &. W. SPRAGUE MANUF'G CO.:

Pay to the order of Edwin Hoyt fifteen hundred dollars, and charge to my account.

(Signed) SUSAN S. HOYT.

[Stamp.]

364 (Endorsed as follows:) "Susan S. Hoyt, draft, paid Nov. 23, '67." "Pay to the order of A. & W. Sprague Man'f'g Co.; Edwin Hoyt."

(Written across the face:) Paid Nov. 23, 1867; A. & W. S. M'f'g Co. G.

Exhibit 4, *Jan.* 31, '77.—*J. H. G., U. S. C.*

No. 943. PROVIDENCE, R. I., *March 22d*, 1864.

FOURTH NATIONAL BANK:

Pay to the order of Susan S. Hoyt, of the city of New York, fifteen hundred dollars.

(Signed) A. & W. SPRAGUE M'F'G CO.

$1,500.

[Stamp—A. & W. M'f'g Co.]

(Endorsed as follows:) "Susan S. Hoyt, for deposit. Edwin Hoyt."

Exhibit 5, *Jan.* 31, '77.—*J. H. G., U. S. C.*

NEW YORK, *June* 5, 1869.

Messrs. A. & W. SPRAGUE:

Pay to the order of Sarah H. Lee, fifteen hundred dollars, and charge to my account.

(Signed) SUSAN S. HOYT.

(Endorsed:) "Susan S. Hoyt, receipt June 5, 1869."

365 *Exhibit* 6, *Jan.* 31, '77.—*J. H. G., U. S. C.*

Mr. GREEN:

Will you please send a check to my father for me, of two thousand dollars, payable to his or my order.

(Signed) SUSAN S. HOYT.

JULY 13, '69.

Draw check as above order, Susan S. Hoyt, ch'g acc't.

WM. SPRAGUE, *G'd'n.*

Exhibit 7, *Jan.* 31, '77.—*J. H. G., U. S. C.*

NEW YORK, *October* 5, 1869.

Will Mr. Green be kind enough to send Mrs. Francklyn her account in the same form as that made out for Mrs. Lee and addressed to the care of—

C. G. FRANCKLYN,
4 *Bowling Green, New York.*

Exhibit 8, *Jan.* 31, '77.—*J. H. G., U. S. C.*

OFFICE OF THE SPRAGUE MANUFACTURING CO.,
Providence, R. I., Oct. 11, '69.

Mrs. C. G. FRANCKLYN,
New York:

MADAM: As per your request of 5th inst., I take pleasure in sending you herewith statement of your account to Oct. 1, '69, all of which I trust you will find to be correct and satisfactory.

Yours respect'y,

(Signed) WM. SPRAGUE, *G'd'n,*
Per GREENE.

366 *Exhibit* 9, *Jan.* 31, '77.—*J. H. G., U. S. C.*

OFFICE OF THE A. & W. SPRAGUE MANUFACTURING CO.,
Providence, R. I., Oct. 12, 1869.

Mrs. C. G. FRANCKLYN,
Care , 4 *Bowling Green, New York:*

DEAR MADAM: At request of Mrs. Mary Sprague I write to advise that the last Bank of Commerce dividends on stock owned by yourself were coll. (same as heretofore), by William Sprague, as guardian, and have been duly placed to your credit in account.

To show more fully the present condition of account I send herewith

"mems" from Oct. 1 to date, including dividend referred to, as also dividend of A. & W. S. M'f'g Co., $10 per share, declared 9th inst.

Respectfully yours,
(Signed) CHARLES GREENE.

367 *Exhibit* 10, *Jan.* 31, '77.—*J. H. G., U. S. C.*

$5,000. NEW YORK, *Oct.* 25, 1869.

Please pay to the order Chas. G. Francklyn five thousand dollars, and charge the same to my account.

(Signed) SUSAN S. FRANCKLYN.

(Written across face twice:) "Northern Bank, paid, Providence, R. I."

To Messrs. A. & W. SPRAGUE MANUFACTURING Co.,
Providence, R. I.

E. S., Oct. 27, '69.

[Int. rev. stamp, 2 cents.]

(Endorsed as follows:) "Charles G. Francklyn, Pay Shawmut National Bank, credit National Bank of the State of New York." "Pay S. Fenner, esq., cash, or order.

SHAWMUT NATIONAL BANK.
S. G. DAVIES."

Exhibit 11, *Jan.* 31, '77.—*J. H. G., U. S. C.*

Mr. GREEN:

DEAR SIR: When Mr. Sprague was here some months ago, he promised to send me a list of the stocks and bonds which belong to me. As it has probably escaped his memory, I wish you would be good enough to send me such a list, at the same time giving the market value. In a day or two I shall draw for the balance due me, as by last account rendered me, in November, some $1,600, I believe.

Yours, truly,
(Signed) S. S. FRANCKLYN.

NEW YORK, *March* 9, 1870.

368 *Exhibit* 12, *Jan.* 31, '77.—*J. H. G., U. S. C.*

NEW YORK, *March* 19, 1870.

$1,401 $\frac{23}{100}$.

Please pay to C. G. Francklyn or order one thousand four hundred and one $\frac{23}{100}$ dollars, and charge the same to my account.

(Signed) SUSAN S. FRANCKLYN.

Messrs. A. & W. SPRAGUE,
Manufacturing Co., Providence, R. I.

(Written across the face:) Paid at the R. I. Providence Bank.

(Endorsed as follows:) "For deposit in Nat'l Bank of State of New York for credit of Chas. G. Francklyn." "Pay B. W. Ham cash credit the Nat'l Bank of the State of New York."

Exhibit 13, *Jan'y* 31, '77.—*J. H. G., U. S. C.*

OFFICE OF THE A. & W. SPRAGUE
MANUFACTURING COMPANY,
Providence, R. I., March 11, 1870.

Mrs. S. S. FRANCKLYN,
(*Care of* 4 *Bowling Green, New York:*)

MADAM: In reply to your favor of 9th inst., received this a. m., please find inclosed statement of ac. to March 1, 1870, showing bal. due you (apart from special fund) of $1.401 $\frac{33}{100}$; also a list of stock and securities.
The value of the bonds can be ascertained by daily quotations at
369 the stock exchange. The Bank of Commerce sells at about $51; there is no quotable market value to either the A. & W. S M'f'g Co. or the Qud'k Co. stocks.

Respectfully yours,

CHAS. GREENE.

[U. S. int. rev. stamp, 2 cts.]

Exhibit 14, *Jan'y* 31, '77.—*J. H. G.. U. S. C.*

NEW YORK, *Nov.* 7, 1870.

$3,224 $\frac{42}{100}$.

Please pay to C. G. Francklyn or order three thousand two hundred and twenty-four $\frac{42}{100}$ dollars, and charge the same to my account.
(Signed) SUSAN S. FRANCKLYN.

Messrs. A. & W. SPRAGUE,
Manufacturing Co., Providence, R. I.

E. S., Nov. 11, '70.

(Written across the face:) Paid at the R. I. Providence Bank.

(Endorsed as follows:) "For deposit in National Bank, State of New York. Chas. G. Francklyn." "Pay B. W. Ham, esq., cash order. Credit the National Bank of the State of New York." "Susan S. Francklyn. Draft. Nov. 7, 1870. Paid Nov. 11, '70."

Exhibit 15, *Jan'y* 31, '77.—*J. H. G., U. S. C.*

Mr. GREEN:

DEAR SIR: I have drawn a draft on you for $2,000, which please
370 pay when presented, as I am going to England for some time. Please advise me—care of D. & C. McIver, Liverpool—if any dividends should be declared this summer.

Yours,
(Signed) S. S. FRANCKLYN.

N. Y., April 11, 1871.

Address Mrs. C. G. FRANCKLYN,
(Care of D. & C. McIver, Liverpool.)

Exhibit 16, *Jan.* 31, '77.—*J. H. G., U. S. C.*

[Stamp.]

NEW YORK, *April* 11, 1871.

$2,000.

Please pay to the order of cashier National Bank of State of New York two thousand dollars, and charge the same to my account.

(Signed) SUSAN S. FRANCKLYN.

Messrs. A. & W. SPRAGUE,
Manufacturing Co., Providence, R. I.

[Stamp of Providence Bank.]

(Endorsed as follows:) "Pay order B. W. Ham, esq., cashier; credit the Nat'l Bank State of New York. J. B. Rickett, for cashier."

Exhibit 17, *Jan.* 31, '77.—*J. H. G., U. S. C.*

NEW YORK, *Oct.* 11, '71.

$1,214.40.

Please pay to order of cashier National Bank of State of New York, twelve hundred and fourteen $\frac{40}{100}$ dollars, and charge the same to my account.

(Signed) SUSAN S. FRANCKLYN.

Messrs. A. & W. SPRAGUE,
Manufacturing Co., Providence, R. I.

[Stamp of Providence Bank.]

(Endorsed:) "For deposit, Chas. G. Francklyn." "Pay B. W. Ham, cash or order; credit the Nat'l Bank of the State of New York. Chas. B. Van Wyck, cash."

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Exhibit 18, *Jan.* 31, '77.—*J. H. G., U. S. C.*

NEW YORK, *April* 13, 1872.

$1,500.

Please pay to the order of cashier National Bank of the State of New York fifteen hundred dollars, and charge same to my account.

(Signed) SUSAN S. FRANCKLYN.

Messrs. A. & W. SPRAGUE,
Manufacturing Co., Providence, R. I.

(Endorsed:) "For deposit, Chas. G. Francklyn." Pay B. W. Ham, cashier, or order: credit The Nat'l Bank of the State of New York. Chas. B. Van Wyck, cash."

(Written across the face:) Providence Nat'l Bank, Providence, R. I., April 15th, 1872. Paid.

Exhibit 19, *Jan.* 31, '77.—*J. H. G., U. S. C.*

10 THIRTY-FIFTH STREET, EAST,
N. Y., Oct. 3, '72.

WILLIAM SPRAGUE, Esq., *Guardian:*

DEAR SIR: In an account received from you to-day I do not see any dividends credited for 1871–'72, and I should be glad to know if any have been declared.

Yours very truly,

(Signed) SUSAN S. FRANCKLYN.

372 *Exhibit* 20, *Jan.* 31, '77.—*J. H. G., U. S. C.*

10 THIRTY-FIFTH STREET, EAST,
N. Y., Oct. 12, 1872.

DEAR SIR: I have your favor of the 10th inst. To be more explicit, I received an account purporting to be an account-current with you for the year ending October 1, '72, and in that account there is no credit for any dividends on the stock which you hold for me in the A. & W. Sprague Manufacturing Company and in the Quidnick Company. My letter was written to ascertain if any dividends had been declared by these companies, and I shall feel much obliged if you will let me know.

Yours, very truly,
(Signed) SUSAN S. FRANCKLYN.

W. SPRAGUE, Esq.,
Guardian, Providence.

Exhibit 21, *Jan.* 30, '77.—*J. H. G., U. S. C.*

NEW YORK, *Nov.* 7, 1872.

WILLIAM SPRAGUE, Esq.:

DEAR SIR: Not having received any reply to my letter of 10th October, I beg once more to ask you if the A. & W. Sprague Manufacturing Company or the Quidnick Company earned any dividends for the year ending April, 1872, as I see none credited in an account sent to me, up to the 1st of October last. It is not unnatural that I should wish to know something of my affairs.

Yours, truly,
(Signed) SUSAN S. FRANCKLYN.

373 *Exhibit* 22, *Jan.* 31, '77.—*J. H. G., U. S. C.*

$1,714.84. NEW YORK, *Nov.* 18, 1872.

Please pay to the order of cashier of National Bank of State of New York, seventeen hundred and fourteen $\frac{84}{100}$ dollars, and charge the same to my account.

(Signed) SUSAN S. FRANCKLYN.

To Messrs. A. & W. SPRAGUE,
Manufacturing Co., Providence, R. I.

(Endorsed:) "Pay B. W. Ham, cash or order. Credit The Nat'l Bank of the State of New York. Chas. B. Van Wyck, cash."

(Written across the face:) Providence Nat'l Bank, Prov'd', R. I., Nov. 19, 1872. Paid.

Exhibit 23, *Jan.* 31, '77.—*J. H. G., U. S. C.*

$1,500. NEW YORK, *April 1st*, 1873.

Please pay to the order of C. G. Francklyn, fifteen hundred dollars, and charge the same to my account.

(Signed) SUSAN S. FRANCKLYN.

The A. & W. SPRAGUE MANUFACTURING CO.,
Providence, R. I.

(Endorsed:) "For deposit, Chas. G. Francklyn. Pay B. W. Ham, cash or order. Credit The Nat'l Bank of the State of New York."

(Written across the face:) Providence Nat. Bank. Providence, R. I., April 2, 1873. Paid.
[Stamp, 2c.]

374 *Exhibit* 24, *Jan.* 31, '77.—*J. H. G., U. S. C.*

OFFICE OF THE A. & W. SPRAGUE MANUFACTURING CO.,
Providence, R. I., Dec. 8, 1873.

Received of William Sprague, guardian, the following property, viz:

One mortgage bond of Quicksilver Mining Co.....	156	$1,000
One bond of the N. Y., Providence & Boston R. R. Co..	154	1,000
One U. S. 6% bond 2,966s		100
One certificate of one hundred and twenty-two (122) shares of the National Bank of Commerce stock.....	77	
One certificate 31, of 122 shares of stock in Quidnick Company		

(Signed) CHAS. G. FRANCKLYN,
For SUSAN S. FRANCKLYN.

Deposition of Chas. G. Francklyn.

UNITED STATES OF AMERICA,
Southern District of New York,
City, County, and State of New York, ss:

Be it remembered that on this 31st day of January, in the year of our Lord one thousand eight hundred and seventy-seven, I, James H. Gilbert, commissioner, duly appointed by the circuit court of the United States for the southern district of New York, in the second circuit, under and by virtue of section 627 of the Revised Statutes of the United States, did call and cause to be and personally appear before me, at No. 111 Broadway, in the city of New York, in the said southern district of New York, in the State aforesaid, Charles G. Francklyn, to testify and the truth to say, on the part and behalf of the complainant, in a certain suit or matter of controversy, now depending and undetermined,
375 in the circuit court of the United States for the district of Rhode Island, wherein William S. Hoyt is complainant, and Amasa Sprague and others are respondents; and in a certain other suit, now pending and undetermined in said court, wherein Charles G. Francklyn and another are complainants, and the said Amasa Sprague and others are respondents. And the said Charles G. Francklyn, being about the age of thirty-two years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in matter of controversy aforesaid, I did carefully examine the said Charles G. Francklyn, and he did thereupon depose, testify, and say as follows, viz:

By Mr. BUTLER:

Q. You are the husband of Mrs. Francklyn, the plaintiff, the last witness examined?

A. Yes, sir.

Q. Please state your age, residence, and occupation.

A. Thirty-two; resident of New York, and merchant.

Q. You are the agent in this city—the agent of the Cunard line of steamers?

A. Yes, sir.

Q. How long have you been in business in the city of New York?

A. Thirteen years.

Q. Please state what knowledge or information, if any, you had in reference to the interest of your wife, Mrs. Francklyn, in the estate of her maternal grandfather, William Sprague, up to the time of the failure of the A. & W. Sprague Manufacturing Co.

A. I had none, except such as were conveyed by the accounts which were rendered yearly from 1869 to 1872; William Sprague, guardian of Mrs. Francklyn.

Q. You refer to the accounts which have already been put in evidence in the course of her examination?

376 A. Yes, sir.

Q. Was any information ever furnished to you or to Mrs. Francklyn other than that conveyed by the accounts and papers which have been put in evidence on her examination?

A. None whatever.

Q. Had you any knowledge or information as to the steps, proceedings, or arrangements by which the property held or controlled by A. & W. Sprague was turned over or conveyed to the A. & W. Sprague Manufacturing Co.?

A. None until after the failure, and after investigation made the last two years.

Q. Please state what called your attention to the subject, and induced the investigation to which you have referred.

A. The failure of the manufacturing company took me on to Providence, and there I saw the published schedule, which drew my attention particularly to the state of the accounts.

Q. State what, if any, demand you made upon the defendant, Zachariah Chafee, at that time.

A. I demanded the notes of the company for the balances due; the extension notes of the company for the balances that were due according to the published schedule.

Q. Up to that time, had you any knowledge or information in reference to the facts which are alleged in the bill of complaint of yourself and Mrs. Francklyn in regard to the agreement and arrangements by which the A. & W. Sprague property was turned over to the manufacturing corporation?

A. I had seen an agreement some short time before, but I knew nothing whatever of the nature of it; simply an agreement to settle the affairs in some shape or other.

Q. But, as I understand you, you had no knowledge of the state of the accounts, or of the steps or proceedings which had been taken by the partners?

A. No knowledge whatever.

377 Q. Did you at that time, or about that time, make any examination of the books of A. & W. Sprague?

A. Shortly after that, whether it was the end of 1873 or beginning of 1874 I do not exactly remember; a few months after the failure I did.

Q. State what examination you made.

A. I spent a day looking over their books, journal and ledger.

Q. State the extent to which you have examined the books, the purpose for which you examined them, and the accounts to which your attention was directed.

A. I examined the books to see whether my wife had had fair play in the division of the money, &c., and I found there were very large amounts of money there credited to William and Amasa Sprague, and

also to Mr. Frieze for commissions, which seemed to be unfair; and I found generally that there were things which required further investigation in connection with the purchase of Byron Sprague's interest, and various things which led me to believe that it really belonged to the manufacturing company, and not to A. & W. Sprague, as they seemed to show by the schedule that was made public. Mr. Chafee refused to give the extension notes.

Q. Please state what you did in consequence of the facts or supposed facts ascertained by you as the result of this examination.

A. Previous to this examination we had attached certain property in Washington, on the refusal of Chafee to give us the notes—property in Washington and in various places. I would like to correct that: We demanded from Gov. Sprague the payment of this money, which appeared as due, and on his refusal to do that we attached property in Washington and in Providence, the result of which was that Wm. Sprague offered us the securities which were held for Mrs. Francklyn, and some of which I accepted, as my receipt shows.

378 Q. This was before the examination that was made into the accounts?

A. Yes, sir.

Q. Please state whether those suits and proceedings were commenced and those securities, by which I understand you to refer to the shares of stock in the Quidnick Company and the Bank of Commerce, and the bonds specified in the receipt signed by you December 8th, 1873, were all prior to the examination of the books which you subsequently made?

A. They were all prior to the examination of the books. The question then was about this balance of money which appeared due.

Q. When you say it appeared due, do you mean it so appeared in the published statement of the A. & W. Sprague Manufacturing Company, made under the directions of the creditors?

A. Yes, sir.

Q. What was that amount?

A. Same were about $220,000, if I remember right.

Q. That is the amount stated in the published schedule of the liabilities of the A. & W. Sprague Co. as due to William Sprague, guardian?

A. Yes, sir.

Q. The aggregate amount as represented by the schedule as due to William Sprague as guardian?

A. Yes, sir. We then were asked to go to Providence and examine the books and see if anything else was due us. I made an examination of the books, a hasty one rather, and found that there were a great many things there which were not satisfactory to me.

Q. Please state, as near as you can, the date of that examination made by you.

A. It was in January, 1874.

379 Q. What did your examination disclose as to the amount which Amasa & William Sprague had received credit for commissions from 1st January, 1866, to the 31st December, 1873?

A. Over a million of dollars considerably (after looking at paper)—$1,142,000.

Q. Was that the result arrived at by you by a personal examination of the books of A. & W. Sprague in the hands of Chafee?

A. Yes, sir.

Q. State whether or not you examined the books in reference to the

amounts which had been credited and allowed to A. & W. Sprague from 1862?

A. From 1862? The books, I think, were only commenced in 1862.

Q. And you examined from the opening of the books?

A. Yes, sir.

Q. What did you find in that examination as to credits of commissions to Amasa & William Sprague and Lyman B. Frieze?

A. There seemed to be a commission account which was divided up between the three—Amasa Sprague, William Sprague, and L. B. Frieze. That was from November, 1862, until December, 1864, two years; and that amounted to $533,467, and was divided into equal parts—Amasa Sprague, William Sprague, and Lyman B. Frieze—$177,822 each.

Q. What further did you find in reference to credits for commissions on subsequent dates?

A. I found an entry in the journal crediting Amasa and William Sprague with a commission on the business of the firm from 1856 to 1863, amounting to $534,943.00, which does not appear to have been entered upon the ledger at all. I also found that from 1862 to 1865 they had credited themselves with $808,914.00 for commissions; and there appears to have been disallowed of that amount—I suppose by the ref-
380 eree—$342,998.00; making a total of commissions credited to December, 1865, $465,915.00. It also seemed that at the time they purchased Byron Sprague's interest in the firm that they had no money to their credit to purchase with; therefore, they used the funds of the firm to purchase it; and generally I found enough to make me think it was necessary that a very close examination should be gone into of the whole affair from the very beginning.

Q. Please state whether or not, after this personal examination of the books by you and the results so ascertained, you directed a thorough examination into all the steps and proceedings by which the property had been turned over and conveyed by A. & W. Sprague to the A. & W. Sprague Manufacturing Co.?

A. I did.

Q. State whether or not you ascertained in the course of examination so directed, and for the first time, if so, that Mrs. Mary Sprague had not accounted as administratrix of William Sprague, deceased?

A. Then was the first time I heard it; yes, sir.

Q. Please state if you communicated the results of your examination to Mrs. Francklyn and to Mr. William S. Hoyt?

A. I did.

Q. Can you state from the examination of the books whether it appeared that a part of the consideration paid to Byron Sprague on the purchase of his interest was his proportionate share of the stocks transferred to him?

A. Yes, sir; it appeared there were a considerable number of stocks transferred to him.

Q. Do you recollect specifically the stocks in reference to which it was proved at the hearing before the commissioner on the 30th inst. that they were so transferred?

A. I did not hear.

381 Q. The Manhattan Bank stock and the Continental Bank stock?

A. Yes, sir.

Cross-examined:

Q. Do you mean to be understood as saying that you saw any

evidence, from your inspection of the books, that either Amasa or William Sprague had ever drawn any sums of money from the amount of commissions to which you have referred?

A. It went to their personal account.

Q. That is not the question.

Q. The cash book was not shown to me; it was said to be missing.

Q. Were there any debit items on that account for money drawn?

A. There was a credit for commissions and the amount transferred to the personal credit of these individuals.

Q. On the same account was there also an entry of commissions that were charged back in 1865, as disallowed?

A. That entry was not posted.

Q. It was in the journal?

A. In the journal.

Q. Please look at the papers now shown you, and state whether the same are papers which are signed by you (papers shown witness).

A. Yes, sir; those are all right.

(Above papers put in evidence, and marked Exhibits Nos. 1 to 7 inclusive, Jan. 31, 1877, J. H. G., U. S. C.)

The counsel here stipulated that copies of such papers as have been introduced in evidence in connection with the foregoing deposition may be annexed hereto, with the same force and effect as if the originals had been annexed.

382 It is stipulated that the testimony of this witness and of the other witnesses to be examined on behalf of the complainant be taken down and written out by the stenographer, with like effect as if written down by the commissioner in person, and is to be read over to the witnesses and signed by them respectively, and authenticated by the commissioner, and transmitted to the clerk, in accordance with the equity rules; and that said testimony shall be used in both the above-entitled actions, and in any proceedings therein, with like effect as if separately taken in each of said actions.

On reading over the deposition, the witness states that at the time referred to in first question, on 4th page, Zechariah Chafee had not become trustee.

The demand referred to in the answer was subsequent to that visit.

CHAS. G. FRANCKLYN.

Subscribed and sworn to before me February 9th, 1877.

JAMES H. GILBERT, *U. S. C.*

Exhibit No. 1, *Jan.* 31, '77.—*J. H. G., U. S. C.*

4 BOWLING GREEN, N. Y.,
Sept. 30, 1870.

Mrs. Franclyn would feel obliged if Mr. Green would send her an account current to date.

(No signature.)

Exhibit No. 2, *Jan.* 31, '77.—*J. H. G., U. S. C.*

4 BOWLING GREEN, N. Y.,
March 27, 1871.

MR. GREEN:

383 DEAR SIR: Will you kindly inform me, in course of post, if any income tax return has been rendered for Mrs. Franklyn for the year 1870, and oblige,

Yours truly,

(Signed) CHAS. G. FRANCKLYN.

Exhibit No. 3, Jan. 31, '77.—J. H. G., U. S. C.

NEW YORK, *March* 29.

DEAR SIR: I will make the necessary income return for Mrs. Francklyn, so please leave the matter with me.

Yours truly,
(Signed) CHAS. G. FRANCKLYN.

Mr. GREEN, *Providence.*

Exhibit No. 4, Jan. 31, '77.—J. H. G., U. S. C.

4 BOWLING GREEN, N. Y., *Oct.* 2, '71.

DEAR SIR: Please send me Mrs. Francklyn's account current to 1st inst., and oblige,

Yours truly,
(Signed) CHAS. G. FRANCKLYN.

Mr. GREEN.

Exhibit No. 5, Jan. 31, '77.—J. H. G., U. S. C.

NEW YORK, *Oct.* 11, 1871.

Messrs. A. & W. SPRAGUE:

DEAR SIR: Mrs. Francklyn has this day drawn on you for $1,214.40, being for balance of her account to 1st October, and 4 % dividend from Bank of Commerce, supposed to be paid ere this.

384 Will you please let me know the marketable value of Bank of Commerce stock?

Yours, truly,
(Signed) CHAS. G. FRANCKLYN.

Exhibit No. 6, Jan. 31, '77.—J. H. G., U. S. C.

NEW YORK, *Oct.* 1, 1872.

Mrs. Francklyn will feel obliged if Mr. Green will send her an account to date.

Account to Oct. 1, '72; sent Oct. 2, '72.
(Signed) GREENE.

Exhibit No. 7, Jan. 31, '77.—J. H. G., U. S. C.

NEW YORK, *December* 9, 1873.

CHARLES GREEN, Esq.:

MY DEAR SIR: Mr. Hoyt will hand you a lot of papers, relating to sale and transfer of Quidnick stock. Will you please have the transfer made out in the following order, and Mr. Hoyt, as attorney for the different parties, will sign them?

First transfer, 122 shares, C. G. F. and Mrs. F., to G. C. Allen; no certificate required.

Next	"	122	"	G. C. Allen to C. G. Francklyn.
Next	"	123	"	W. S. Hoyt to C. G. Francklyn.
Next	"	122	"	Ed. Hoyt, jr., to C. G. Francklyn.

Then have the certificates signed, and give them to Mr. Hoyt to bring to me.

Please give this your attention early to-morrow morning.

Yours truly,

(Signed) CHAS. G. FRANCKLYN.

385 *Deposition of Lyman B. Frieze.*

UNITED STATES OF AMERICA:

Southern District of New York,

City, County, and State of New York, ss:

Be it remembered that on this tenth day of January, in the year of our Lord one thousand eight hundred and seventy-seven, I, James H. Gilbert, a commissioner duly appointed by the circuit court of the United States for the southern district of New York, in the second circuit, under and by virtue of section 627 of the Revised Statutes of the United States, did call and cause to be and personally appear before me, at No. 111 Broadway, in the city of New York, in the said southern district of New York, in the State aforesaid, Lyman B. Frieze, to testify, and the truth to say, on the part and behalf of the complainants in a certain suit or matter of controversy now depending and undetermined in the district court of the United States for the district of Rhode Island, wherein William S. Hoyt is complainant, and Amasa Sprague and others are respondents, and in a certain other suit now pending and undetermined in said court, wherein Charles G. Francklyn and another are complainants, and the said Amasa Sprague and others are respondents. And the said Lyman B. Frieze, being about the age of fifty-two years, and having been by me first cautioned and sworn to testify the truth, the whole truth and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Lyman B. Frieze, and he did thereupon depose, testify, and say as follows, viz:

By consent of respective counsel, the examination of this witness was then suspended and adjoined to Wednesday, January 24th, 1877, at eleven o'clock in the forenoon, at the office of Messrs. Butler, Stillman & Hubbard, No. 111 Broadway, in the city of New York.

By consent of respective counsel, the examination of this witness
386 was adjourned to Tuesday, January 30th, 1877, at eleven o'clock in the forenoon, at the office of Messrs. Butler, Stillman & Hubbard, No. 111 Broadway, in the city of New York.

NEW YORK, *January 30th*, 1877.

Parties met pursuant to adjournment, and the examination of Lyman B. Frieze was continued, as follows:

By Mr. BUTLER:

Q. Please state your age, occupation, and place of residence.

A. Fifty-two years old; cotton goods brokerage business; and reside on Staten Island.

Q. Do you know the parties to these actions, complainants and defendants?

A. Yes, sir; I know Mr. William S. Hoyt.

Q. And the other parties?

A. Yes, sir.

Q. Were you at any time heretofore in the employ of the firm of A. & W. Sprague, or of the A. & W. Sprague Manufacturing Company?

A. I was, sir; I think I went with them in the fall of 1863, and I left them in the spring or early in 1867.

Q. In what capacity were you engaged in connection with their business?

A. I went to assist in the general management of the business.

Q. Can you give the date of your first employment?

A. I can't give it to you exactly, from the fact that I went over there temporarily first; I think some time in September or October, 1863.

Q. Had you had any knowledge of the business prior to that time?

A. No knowledge of their business; no, sir.

Q. Had you acted as appraiser in connection with the ascertainment of the value of the interest of Byron Sprague?

A. Yes, sir; I acted as referee between Byron Sprague and William Sprague.

387 Q. When was that?

A. I think that was in the summer of 1863. It is so long since I have forgotten the dates.

Q. Was it prior to the purchase by the other partners of the interest of Byron Sprague?

A. Yes, sir.

Q. What did you do in reference to ascertaining the value of the interest of Byron Sprague in the property?

(Objected to as impertinent to the issue and irrelevant.)

A. We appraised the property belonging to the concern of A. & W. Sprague, and we got it as near a cash valuation as we could under the circumstances.

Q. I am asking you in reference to this appraisement for the purpose of fixing the time when you first had to do with the business of A. & W. Sprague; please state how long you were engaged in the work of appraising.

A. I think it was some two or three months.

Q. How long after the appraisal was completed, and the sale made, before you entered into the employ of the remaining partners?

A. I should say some two months before I went into their employ.

Q. Who composed the firm at that time?

A. Amasa Sprague, William Sprague, and Byron Sprague were all that I knew as composing the firm.

Q. And after the retirement of Byron, who composed it?

A. Amasa & William Sprague.

Q. To what extent did William Sprague give any personal attention to the business?

A. Well, he had a general oversight while he was there, and when absent was advised continually of the progress of the business, of what was going on.

Q. How as to Amasa Sprague?

388 A. Amasa Sprague gave the most of his time to the business there; he was at the Print Works and in Providence.

Q. Please state what amount of time and attention you gave to the business of the firm.

A. After I became employed by them I gave my whole time, from morning till night; very seldom absent from business.

Q. How long did you continue in the employ of the firm?

A. About four years.

Q. Please state what books of account were kept in the business at the time you first took charge.

A. They had a regular set of books kept in single entry, under the name of A. & W. Sprague.

Q. By whom were these books kept?

A. I think their principal bookkeeper was Mr. William W. Paine, assisted by Mr. Charles H. Jillson.

Q. What books were kept while you were there?

A. After I had been there a short time I opened new sets of books, double entry.

Q. And were those books kept by you or under your supervision from that time forward?

A. Under the supervision of the concern A. & W. Sprague by an experienced bookkeeper.

Q. Give his name.

A. Charles H. or Charles W. Green; I forget which.

Q. Please name the different mills and properties owned and managed by the firm of A. & W. Sprague, exclusively of the Quidnick Mill, while you were there.

A. Cranston Print Works, Cranston, Rhode Island, Baltic Mills, Sprague, Connecticut, Natic Mills, Natic, R. I.; that is what they had when I went with them; that is outside of the Quidnick property.

Q. Do you know anything about the title to these different pieces of property; in whose names they stood?

389 A. It is my impression that when I was with them they all stood in the name of A. & W. Sprague.

Q. Did not a portion of it stand in the name of William Sprague, father of Byron?

A. There was some property stood in his name, but I forget now what it was, whether it was manufacturing or farming property.

Q. Do you know anything in reference to the purchase of the interest of Almira Sprague in the properties?

A. No, sir, I do not.

Q. Was the purchase of Byron's interest completed before you went with the firm?

A. Yes, sir.

Q. Do you know in what manner that purchase was completed; I mean how the payments were made?

A. I think the payments were mostly in cash.

Q. To what extent was property jointly owned by the firm divided so as to give Byron his proportionate share in the property?

A. He was supposed to be the owner of one-sixth of the property, and they gave him the value of one-sixth, and as to how the payments were made I forget now, whether cash or otherwise; I think it was mostly cash.

Q. Do you know whether or not, to some extent, separate pieces of property or separate estates were divided, and his share set off to him?

A. I forget whether that was the case.

Q. By whom were the cash payments made to him?

A. I think that I made one cash payment after I went there.

Q. From what funds?

A. From the funds of A. & W. Sprague.

Q. Can you state the amount so paid?

A. I think the payment was somewhere about $200,000.

390 Q. And was this payment made out of the general funds of the firm?

A. Yes, sir; in checks.

Q. Was any separate or special account entered or made in the books in reference to this transaction of Byron Sprague?

A. It is my impression that the amounts were charged equally between William and Amasa Sprague on the books.

Q. Can you state whether or not, up to the time of your going into the employ of A. & W. Sprague, separate accounts had been kept in their books with the different members of the family interested in the property.

A. It is my impression that there had not been.

Q. State whether or not you did anything in the new system of accounts, which you introduced, in reference to separate accounts with the members of the family.

A. I did, sir; I opened accounts with the individual members of the family.

Q. Please give the names of the individual members of the family in respect to whom accounts were so opened.

A. Any one who had funds from the concern; Amasa Sprague, William Sprague, Fannie Sprague, Mary Sprague, and any one else who had funds from the concern.

Q. Besides the names you have given, do you recollect any person who drew funds from the firm connected with the family?

A. I have no distinct recollection about the matter now.

Q. By whose direction or authority were funds drawn from the firm by either of the parties you have referred to?

A. By A. & W. Sprague.

Q. Were you paid by salary or commission?

A. I was paid by salary, and if the salary was not considered sufficient, they were to pay me something outside of that.

Q. Was any account opened or kept by which the commissions were credited to you?

391 A. There was an account opened to that effect.

Q. Please state the nature and object of that account.

A. The account was opened by the order of William Sprague as a commission for doing the business of the concern; I don't recollect the period now; he ordered the bookkeeper to place a certain portion to my credit and a certain portion to Amasa Sprague and a certain portion to William Sprague.

Q. Can you state during what period of time that account continued?

A. No, sir; I could not.

Q. Upon what basis were the commissions which entered into that account charged?

A. On the basis of the business done by the concern; the amount of business done by the concern.

Q. At what rate were the commissions charged?

A. That I couldn't tell.

Q. Was that account ever settled as between you and Amasa and William Sprague?

A. I could say that I never drew anything on that account; how it has been settled I don't know.

Q. Do you mean that you never received the commissions which were credited to you in that account?

A. No, sir.

Q. What disposition was made of them?

A. I couldn't tell; I left the account there.

Q. What was the amount of commissions so charged?

A. I don't recollect; I couldn't tell without referring to the books.

Q. Please state as near as you can.
A. I couldn't say whether it was $125,000 or $250,000.
Q. Can you state whether it was as much as $125,000?
A. From the best of my recollection I should say it was.
Q. Have you no more definite recollection than that the amount was not less than $125,000, and not over $250,000?
392 A. No, sir; from the fact that I have not considered the matter for ten years, now.
Q. Can you explain the object of opening an account in which you were credited with commissions which you never received?
A. I suppose the intention, when it was opened, was to pay me the whole or a portion of those commissions if I had continued with them.
Q. Do you know what occasioned a change of that intention?
A. My leaving the concern, I presume.
Q. What salary did you receive?
A. $10,000 a year; a fixed salary.
Q. And was that salary paid up to the time of your leaving?
A. Yes, sir.
Q. Was the subject of the account opened for commissions a matter of consultation between you and A. & W. Sprague, or either of them?
A. No, sir.
Q. Was it a matter of conversation between you at any time?
A. I think, when the account was first opened, it was a matter of conversation in regard to one of the partners wishing me to become interested in the business of the concern as a partner, and that I objected to at the time; I thought I should be too small a fish in so large a pond, and they suggested this way of fixing it, but still I don't know that they imagined that I would have the whole amount of that commission.
Q. Did you have any claim for any portion of it?
A. No, sir.
Q. When did I understand you to say you left the concern?
A. I think it was in February, 1867.
Q. Was the account in reference to commissions, which you
393 have spoken of, the only commission account on the books so far as Amasa and William Sprague were concerned?
A. So far as I know anything about them.
Q. Do you know the amount of commissions?
A. That is all I recollect about this one.
Q. Were commissions credited to Amasa and William Sprague on the books?
A. Yes, sir; I believe they were.
Q. Can you state the amount of commissions standing to their credit on the books at any time?
A. No, sir.
Q. Do you know anything about an item of $534,943.34, entered December 31, 1863, for commissions, from the death of William Sprague in 1856, to November 7, 1862?
A. No, sir.
Q. Did you ever have any conversation with William Sprague on that subject?
A. Have no recollection of any conversation with him on that subject.
Q. Or any knowledge about it?
A. No recollection of it.
Q. Did you have to do with the agreement or appraisal made in the

spring of 1865 between Amasa and William Sprague and other parties interested in the property?

A. No, sir.

Q. You were there in charge of the books of account, were you not?

A. General business; yes, sir.

Q. Were you called upon, or did you act in any way in making up any statements of account for the purposes of that agreement or appraisal?

A. I have no recollection of doing anything of the kind myself; if anything was done, the bookkeeper did it.

Q. State how it was as to the agreement or appraisal being made with or without your knowledge.

394 A. I don't say it was made without my knowledge.

Q. I want you to state how that was—whether it was made with or without your knowledge.

A. This was in reference to the concern being incorporated.

Q. This is in reference to the agreement between A. & W. Sprague and other parties interested in the property, and the appraisal of values?

A. The matter was probably brought to my attention and I may have probably given some advice about it, but the whole thing was then left to the referees to go and value this property; I have no recollection of having anything to do with it directly; I was generally going on at the time with the general business of the concern, which took about all my attention.

Q. Please state whether or not you have any knowledge or recollection of any examination of the books by the referees, or any statement of the accounts to them for the purposes of that agreement or appraisal.

A. I have no recollection about it to-day.

Q. I understand you to say that you did not yourself make any examination of the books or any statement of the accounts in connection with that agreement and appraisal?

A. I have no recollection of doing it.

Q. State whether or not any entries were made by you or under your supervision in connection with the agreement or appraisal.

A. I could not tell you whether they were made under me or some one else.

Q. Were any entries made in the books or any accounts taken, so far as you recollect, in connection with the agreement or appraisal before or after?

A. When the concern was organized the stock accounts were opened.

Q. You mean when the manufacturing company was organized?

395 A. Yes, sir; then different stock accounts were opened after that.

Q. Was any entry made in the accounts of either A. or W. Sprague, or any change made in those accounts in connection with the agreement and appraisal, or in consequence of the same?

A. I have no recollection to-day of anything about it.

Q. When you say you have no recollection to-day, I understand you mean you have no recollection of any such fact?

A. Yes, sir.

Q. Can you state whether or not, so far as you know, the books and accounts remained the same before and at the time of the agreement or appraisal, and thereafter, as to the personal accounts of Amasa and William Sprague?

A. I have no recollection of anything about it particularly except the transfer to the new books.

Q. Were any commissions or other sums that were credited to Amasa or William Sprague before the agreement and appraisal charged back after the referees' or appraisers' report, so far as you know?

A. Not to my knowledge.

Q. Were any commissions that were disallowed by the referees ever charged back to or paid by Amasa or William Sprague in any way?

A. I have no recollection of it.

Q. No recollection that they ever were?

A. No, sir.

Q. What was done after the organization of the company in the matter of opening new books of accounts?

A. I think new books were opened and the old accounts were transferred to them.

Q. Can you state when that was done, if it was done?

A. I can't.

396 Q. Will you state positively that it was done?

A. I cannot to-day.

Q. You say "I cannot to-day;" I want to know if you have any means of information that will enable you to state at any time?

A. No, sir.

Q. When did you last see the books?

A. I saw the books at the time of the failure, just after the suspension.

Q. In whose possession?

A. In the possession of the assignee, I think.

Q. Mr. Chafee?

A. Yes, sir.

Q. What was the business carried on by A. & W. Sprague from 1863 onward?

A. From 1863 to 1867?

Q. Yes.

A. It was manufacturing cotton cloth, printing the same, and shipping it to market and having it sold.

Q. State how the volume of business subsequent to 1863 compared to that prior to that date?

A. The business increased very much in 1863, 1864, 1865, and 1866.

Q. Were new buildings and new machinery erected and perfected within that period?

A. The Print Works were increased considerably in capacity; the Arctic Mill was destroyed by fire and rebuilt; the United States Flax Co. was purchased during that time and started.

Q. Was there a corresponding increase in the value of the properties?

A. Yes, sir.

Q. The mill property is valued, is it not, by the spindle?

A. Yes, sir.

397 Q. Please give a statement of the value of the mill properties owned by A. & W. Sprague in 1862 and 1863, and subsequent years.

A. In 1862, the valuation had been pretty low; it depended, of course, altogether on the order the mills were in; they would run from $5 to $15 a spindle, according to their condition; I could not give you a fair valuation of those mills without considering the state of the markets at the time and the condition of the machinery.

Q. Was it not the fact that the value of the mill property was greatly increased in 1865 over what it had been in the previous years?

(Objected to as irrelevant to the issue and incompetent, and bearing as the same does upon the fairness of the appraisal of 1865.)

A. I should have to look to see what the state of business was in 1865 in order to give a fair value of it; however, goods were high; still in 1865 they may not have been making much money, and if so, it would deteriorate the property, depreciate it.

Q. Were not the profits of the business largely increased in 1865 on what they had been in previous years?

(All inquiries touching the fairness of the appraisal of 1865 by comparing the same with any prior appraisal are objected to.)

A. I do not know what the profits of the business were in 1862, as I was not conversant with their books and knew nothing of what they had done; in 1863 and 1864 they were very much larger, I should imagine, than prior to that time, the profits; in 1865 or 1866 the great decline began, and it is on that point it is difficult for me to give any answer from the fact I don't know exactly when that point commenced in the great decline of cotton goods.

398 Q. Up to the time of the great decline, of which you speak, the profits had steadily increased, had they not, from 1862?

A. Yes, sir; from 1862.

Q. You heard the testimony given before the commissioner this morning by Mr. MacKenzie?

A. Yes, sir.

Q. Is the statement which he has made from the books of Hoyt, Sprague & Co. in regard to the transactions between A. & W. Sprague and that firm correct, according to your recollection?

A. One statement he made was incorrect, my drawing drafts on Hoyt, Sprague & Co.; that was incorrect, I believe; my whole power was to draw checks; I don't think I drew drafts; have no recollection of it today.

Q. Aside from that, was his testimony in reference to the general nature of the transactions correct?

A. They were, as far as I can recollect.

Q. Was any account kept or entry made, so far as you know, on the books of A. & W. Sprague corresponding with the stock account testified to by Mr. MacKenzie, as having been kept in the books of Hoyt, Sprague & Co., with the several partners of that firm?

A. I am in doubt as to whether there was any stock account on the A. & W. Sprague Manufacturing Co. books or on the books of A. & W. Sprague.

Q. Was there any account on the books of A. & W. Sprague as to the interest of that firm in the firm of Hoyt, Sprague & Co.?

A. I have no recollection of it.

Q. Did you know in March, 1865, or did you make any effort to ascertain what was the state of the account between A. & W. Sprague and Hoyt, Sprague & Co. in reference to the interest of the former firm in the business of the latter?

A. I have no recollection of it one way or the other.

399 Q. Do you know what were the assets and liabilities of A. & W. Sprague in March, 1865?

A. No, sir; I could not give you any estimate of them.

Q. Can you state to what extent the assets and the liabilities appeared on their books at that time?

A. No, sir, I can't recollect; I could come nearer the liabilities, but I

don't recollect the assets that we generally carried; I can state the liabilities generally carried by the concern, but I cannot the assets.

Q. Please state the liabilities of the concern at that time, as near as you can.

A. I should say about a million of dollars.

Q. And of what did those liabilities consist; I mean as to their general character?

A. Either notes or book accounts for cotton goods on short time.

Q. When was it that the liabilities of the concern, either A. & W. Sprague or the manufacturing company, began to be larger in amount?

A. Well, not very much larger until after I left them; they may have been run up from $1,500,000 to $2,000,000—just as we happened to be doing business in buying cloths and cotton.

Q. Do you know whether the amounts drawn by Amasa and William Sprague, respectively, were charged when drawn to their respective accounts?

A. Yes, sir; so far as I have knowledge of them when I was with them.

Q. Can you state from recollection and approximately how much was drawn by them personally during the time that you were with them?

A. No, sir; I could not give you any idea.

Q. Do you know that the amounts were large?

A. Yes, sir; quite large.

Q. What do you call quite large?

400 A. Well, they must have gone into a hundred thousand and more; I call that large—$100,000 and $150,000—but I have no idea of the amounts that were charged on the books.

Q. Do you not know that the amounts drawn by William Sprague were largely in excess of $100,000 a year?

A. I have no knowledge, except from hearsay, since I left them; I never gave much attention while I was there with them.

Q. Were there speculative transactions by Amasa and William Sprague outside of the regular business of the firm?

A. I have no recollection of anything of that kind in 1863, 1864, and 1865.

Q. Were any accounts kept relating to any such transactions?

A. I think, after the incorporation of the concern, that they had individual accounts, and they kept it open individually for the purpose of endorsing the A. & W. Sprague Manufacturing Company paper.

Q. Did not they in 1863 and 1864 have such accounts?

A. The books of 1863 and 1864 were A. & W. Sprague, and whether there was any separate individual accounts in the operations, I don't recollect.

Q. Did they not have accounts relating to purchases of cotton which they supplied to the mills?

A. No, sir; not that I am aware of; I would say they had an open account of some kind that commenced before I went there; our Southern account, which I closed up, I think, after going with them.

Q. Do you recollect the result of that account?

A. I do not, sir.

Q. Whether it showed a profit or loss?

A. It is my impression it was very little either way.

Q. When you speak of $1,000,000 or $1,500,000 of liabilities

401 carried by the concern, do you mean general liabilities, to meet which they had abundant assets?

A. Yes, sir.

Q. Have you any knowledge as to the method which the referees pursued, or the data on which they acted in making up their valuations?

(The defendants object to any line of inquiry which looks to impeaching the fairness of the appraisal had in 1865.)

A. I am under the impression that they were furnished with a schedule of the property on visiting the different establishments and consulting with some experts in regard to the value of the property at that time; that is my impression.

Q. Do you know what information they had, or what they did in reference to ascertaining the state of the accounts as they appeared on the books?

A. It is my impression, as near as I can recollect, that they were put in communication with the bookkeeper in the office; my time was very much occupied at that time with the general business outside, and I think William Sprague took charge of it, and put them in communication with the bookkeeper; he gave his attention to that thing more than I did.

Q. Can you state whether or not the books had been so kept as to show the actual condition of the business and affairs of A. & W. Sprague at the time the appraisal and valuation was had?

A. Yes, sir; I think they were in proper condition at that time to give a fair judgment on the whole matter.

Q. I did not ask for judgment; I asked as to the condition of the books as to their showing the exact condition of the affairs.

A. I think at that time that the books had been thoroughly overhauled, and the new books opened, and the property scheduled, and the business of the company all entered thereon.

Q. How was it as to the old books showing what sums of
402 money had been withdrawn by different parties interested in the property?

A. Well, the old books; they kept a general account; I don't know exactly how it was done; it was not in accordance with my ideas of bookkeeping, and I did not continue in that way; I opened a new set afterwards, and transferred our regular accounts to those books, and opened accounts with members of the company—with the different parties in interest; I never knew what was to be charged to them or credited to them from the old books.

Q. Then, in speaking of the books as showing the condition of affairs of the business, you speak of the new books which you opened?

A. Yes, sir.

Q. And which contained such items and accounts from the old books as you had transferred?

A. Yes, sir; took everything from those books that it was proper to transfer, or could be.

Q. When were the new books made by you?

A. I commenced opening those books very soon after I went there; perhaps I may have been there some two or three weeks, and I found that the old system of bookkeeping was not proper for so large a concern, and went immediately to have new ones opened, and they were started in the first place by Mr. Jillson, and I found he was not competent, never having been posted in double entry, and as it took too much of my time in giving him information I then employed Mr. Green, and in that way got the books opened; a schedule of the property was entered on the books under the different heads, and the accounts with the different parties in interest, so far as we had any charges to make or credits.

Q. Was this before or after Byron's interest was purchased by the others?

403 A. After Byron's interest was purchased; the old books were under Byron's charge in the old system of bookkeeping.

Q. In your work of transferring the accounts, did you find or ascertain whether any division of profits had ever been made as such?

A. No; not so far as I could ascertain; none had ever been made.

Q. Had any settlement of accounts ever been made as between the representative of Amasa Sprague, the elder, or of William Sprague the elder, or as between the firm and any individual or representative of any deceased party interested in the property or business?

A. I had no knowledge of any such settlement.

Q. If any such settlement had been made it should have appeared on the books?

A. It ought to have appeared on the books.

Q. Had there been any accounts or system of accounts so made or kept as to show the different interests of the parties in the property or the business?

A. No, sir; not until after I went there.

Q. In opening the new accounts, what basis had you for making separate accounts with individual parties?

A. In opening accounts I opened all the property accounts of the concern; I made no division as to interest at all on the books, but simply debited any funds that were paid out to the parties in interest, and credited anything that might be paid in.

Q. Then, those were simply separate accounts with certain individuals?

A. With certain individuals; that is all.

Q. When you speak of anything that was paid in, you do not mean that any contributions were made by way of capital or increase by any of the individual parties, do you?

A. I don't know that anything was paid in, if there was.

Q. There was no capital or joint stock, except the several properties and the common assets of the copartnership?

404 A. That is all, sir.

Q. In what way did you ascertain who the individual parties were with whom you were to open accounts in the new set of books?

A. I did not open any accounts unless they had something to be charged against them. If I understood that Mary Sprague was a party in interest, or Fannie Sprague a party in interest, if they called for money, it was paid to them and charged to them individually. I had no particular instructions about it, except a general understanding that if the party wanted money, and they did not want too much, to pay it to them.

Q. In opening the new books you assumed the correctness of the old accounts as far as they went?

A. I examined a great many of them.

Q. Then, as I understand you, when you opened the new set of books, it was simply for the purpose of keeping the accounts with more exactness and regularity in regard to receipts and payments?

A. In regard to the whole business.

Q. There was no attempt to separate or distinguish the interests of the different parties concerned in the property?

A. No, sir; it was simply a matter of mine that I declined staying there unless new and proper books were opened that I felt I could be responsible for, and take the responsibility of running.

Q. So far as debit or credit balances were concerned, the old books were the basis of the new?

A. Yes, sir; the old books had no property accounts on them, no schedule of the property.

Q. What do you mean by property accounts?

A. Books to show what property they had; we would make the Baltic Mill estate—bring it on the books by charging to the estate.

Q. You give that as an illustration?

405 A. Yes, sir; it was simply a way of getting all the assets on the books; it was my impression there was no valuation put to them, but simply connected them on the books where they had before not been entered anywhere.

Q. Then the main difference of the new accounts from the old consisted in keeping the accounts of each property separate from the other?

A. No, sir; we had a different system entirely of debits and credits by double entry; each entry checked itself from something else; it was a more accurate system of bookkeeping, by which we could carry on the business with less trouble and be more accurate.

Q. As to the real state of the account of any party interested, there was no change by opening the new books?

A. No, sir; because there never had been any division.

Q. And any balance apparently debited or credited to the parties so interested in the old books was transferred to the new books?

A. Yes, sir.

Q. And no appraisal or valuation, or other ascertainment of the value or respective interests was made in reference to opening the new books?

A. None at all.

Cross-examined:

Q. Do you remember any of the circumstances which induced an appraisal of the property in 1865? If so, please state it.

A. Well, my impression in regard to the matter is that the appraisal of the property was made for the purpose of incorporating it, so that it could be divided, and find out the individual interest of the different parties; there were other circumstances that I do not recollect. I have given very little thought to the matter for the last seven or eight years.

406 Q. Do you now recollect what was the state of feeling on the part of Mary Sprague, the mother of Byron Sprague, towards Amasa and William Sprague between 1862 and the spring of 1865?

A. I knew that their feelings were quite bitter towards them in regard to Byron's matter, and my impression is she wished to sell out her interest and withdraw from the firm.

Q. Do you remember whether any litigation was threatened prior to the time that the agreement or appraisal was made between all the parties in interest?

A. I recollect that there was.

Q. At the time that you went into the employment of the firm Amasa Sprague, William Sprague, and Byron Sprague were the partners, as I have understood you to say?

A. Yes, sir; Mr. Mackenzie said so.

Q. Who composed the firm of A. & W. Sprague previous to that personal organization?

A. Previous to Byron?

Q. Yes.

A. It was Amasa Sprague and William Sprague, I believe; the father and uncle of Byron, Amasa, and William Sprague.

Q. When did Amasa Sprague die?

A. It is my impression he died in 1856.

Q. No, Amasa?

A. Well, that was some time in 1843 or 1844.

Q. Who, after the death of Amasa Sprague, senior, carried on and managed the business?

A. William Sprague, senior.

Q. When did William Sprague die?

A. I think he died in 1856; that is my impression.

Q. Do you know how long prior to his death a copartnership was formed, in which any of the junior members of the family were taken in?

407 A. I could not tell you to-day; I don't recollect; I think it was a year or two previous. I have not much recollection about those things, from the fact that I had so much work ahead that I did not look far back.

Q. Do you know of your own knowledge that either Amasa or William Sprague ever drew for their own use any sums of money from any commission account that was credited to them?

A. I am not aware of any.

Q. In giving an account of the properties that were purchased during the time that you were with the company, please state whether the negotiation for the Augusta property, manufacturing property, took place prior to the time of your leaving their employment or afterward.

A. It took place prior to my leaving.

Redirect:

Q. When you answered the question in regard to threats of litigation, did you mean that Mrs. Sprague threatened litigation?

A. Threatened litigation; yes, sir.

Q. When did she make such threats?

A. It was some time, I think, after Byron sold out.

Q. When did she make such threats?

A. Well, the general report at the office; I don't know how I came in possession of the facts, but I think it was through counsel that she threatened to sue for a division of the property; that is my impression about it.

Q. To whom do you refer as counsel?

A. I think Mr. Thurston was her counsel at that time; I am under the impression I got it from Mr. Thurston at the time.

Q. You do not mean to be understood as testifying that you ever heard Mrs. Mary Sprague make any threat to anybody?

408 A. I should not want to swear to that. I had a great many conversations with her when she felt very bitter, and I could not swear that she ever made the threat.

Q. What you mean to testify is that you gather, from what Mr. Thurston said to you, that she had some such intention?

A. Yes, sir. I don't say positively it was Mr. Thurston, but he or her, or some member of the family; I had the fact very well fixed in my mind at the time, and I went over and conversed with her several times on these matters, to make an explanation to her.

Q. That is all you mean by speaking of threats?

A. Yes, sir.

At the close of this witness' testimony the following stipulation was made by counsel: That on the 21st March, 1863, A. & W. Sprague transferred to Byron Sprague 22 shares of the capital stock of the Con-

tinental National Bank of the city of New York, and ten shares on the 11th August, 1865, also to him. And that on the last-mentioned day they transferred 91 shares of said stock to the A. & W. Sprague Manufacturing Co.; ten shares of said stock to Mary Sprague, making 133 shares in all so transferred.

Also, that on the 21st March, 1863, A. & W. Sprague transferred to Byron Sprague twenty-eight shares of stock of the Bank of the Manhattan Company in the city of New York.

It is stipulated that the testimony of this witness, and the other witnesses to be examined on behalf of the complainant, be taken down and written out by the stenographer with like effect as if written down by the commissioner in person, and is to be read over to the witnesses and signed by them respectively, and authenticated by the commissioner and transmitted to the clerk in accordance with the equity rules; and that said testimony shall be used in both the above-entitled
409 actions, and in any proceedings therein, with like effect as if separately taken in each of said actions.

LYMAN B. FRIEZE.

Subscribed and sworn to before me this 26th day of February, 1877.
[L. S.] JAMES H. GILBERT,
U. S. Commissioner, South. Dist. of N. Y.

Deposition of Frederick C. Wells.

UNITED STATES OF AMERICA,
Southern District of New York,
City, County, and State of New York, ss:

Be it remembered that on this third day of February, in the year of our Lord one thousand eight hundred and seventy-seven, I, James H. Gilbert, a commissioner, duly appointed by the circuit court of the United States for the southern district of New York, in the second circuit, under and by virtue of section 627 of the Revised Statutes of the United States, did call and cause to be and personally appear before me, at my office at No. 20 Nassau street, in the city of New York, in the said southern district of New York, in the State aforesaid, Frederick S. Wells, to testify and the truth to say, on the part and behalf of the complainants in a certain suit or matter of controversy now depending and undetermined in the district court of the United States for the district of Rhode Island, wherein William G. Hoyt is complainant and Amasa Sprague and others are respondents; and in a certain other suit now depending and undetermined in said court, wherein Charles G. Francklyn and another are complainants and the said Amasa Sprague and others are respondents. And the said Frederick S. Wells, being about the age of thirty-nine years, and having been by me first cautioned
410 and sworn to testify the truth, the whole truth, and nothing but the truth in the matter of controversy aforesaid, I did carefully examine the said FREDERICK S. WELLS, and he did thereupon depose, testify, and say as follows, viz:

(It is stipulated by counsel that the examination of this witness may be taken in the absence of counsel for the respondents, their right of objection being reserved to them, and that this witness shall be produced for cross-examination on notice by the counsel for the respondents.)

I reside in the city of New York; I am engaged in business in said city as a dry-goods merchant.

Q. Please state what your business was in 1862.

A. I was employed as salesman by Hoyt, Spragues & Co.

Q. How long had you been in their employ?

A. I think it was in 1854 that I went there; the concern then was Hoyt, Tillinghast & Co. I continued with Hoyt, Spragues & Co. until their failure.

Q. Did you, as such salesman, make sales of the consignments to Hoyt, Spragues & Co. by A. & W. Sprague, of Rhode Island?

A. Yes.

Q. Can you state at what prices the goods consigned by them, of various kinds, were selling at and about November 7th, 1862? If so, please state, giving the description of the goods and the prices.

A. Dark fancies and staples at 20 cents; pinks, frocks, buffs, and purples, at 20 cents; shirtings, 19½ cents; mo'rnings, 18 cents; delaines, 19 cents; alaceans, 25 cents; blocked goods, 25 cents; black alaceans, 10c.; canaries and orange polkas, 17½ cents; reds, 20 cents; reds with orange, 20 cents; style 63, 20 cents; style 62, 20½ cents; solids, 19½ cents; greens, 18 cents; blues, 20 cents; Jackson reds, 19½
411 cents; Jackson reds, with orange, 20 cents; sundry alaceans, 24 cents; seconds of alaceans, 23½ cents; remnants of alaceans, 23 cents; seconds of blocked goods, 23½ cents; sundries of blocked goods, 24 cents; sundries, 19½ cents; seconds, 19 cents; assorted and double styles, 20 cents.

Q. Do you remember knowing of Byron Sprague selling out his interest in the firm of A. & W. Sprague?

A. I heard of it at the time.

Q. Were you, at the time, called upon in that connection to make up a list of the prices at which the Sprague goods were selling at that time?

A. Yes.

Q. Did you make and furnish such a list?

A. Yes.

Q. Was that list the same as you have given above?

A. Yes.

Q. Did the prices of those goods advance after that date?

A. Yes.

Q. Do you remember whether the volume of business increased after that date? And if so, state the amount of such increase; that is, the amount of increased consignments from A. & W. Sprague to Hoyt, Spragues & Co.

A. The volume of business from A. & W. Sprague to Hoyt, Spragues & Co. gradually increased yearly, from one thousand to two thousand packages per annum, and, some years, even more than that.

Q. Will you state at what prices these goods were selling on or about March 31st, 1865?

A. The price for the fancy prints was about the same on that date.

Q. What advance was there subsequent to that?

A. There was a rapid advance during the following summer.

Q. How was it August 9th?

412 A. The value was about 30 to 31 cents.

Q. Did they go up any higher after that?

A. There was a further advance after that date of from 7½ to 10 cents.

Q. Please state whether there was a corresponding increase in the other goods in your list?

A. There was.

Q. Do you remember whether there was a large stock of goods on hand in March, 1865, that had been consigned by A. & W. Sprague?

A. I do not; I do not think there was a very large stock for them.

Q. What was the ordinary stock carried for their account by Hoyt, Sprague & Co.?

A. It was rarely less than one thousand, and probably at that time did not exceed two thousand packages.

Q. Were you actively engaged in the sale and handling of these goods in March, 1865, and in the summer?

A. I was.

Q. Have you any recollection of any appraisement being made in March, 1865, or the following months down to August, 1865, of the stock of goods on hand?

A. I have not.

Q. Did you keep a book, from looking at which you can state about the number of cases, with approximate exactness, which were on hand March 31st, 1865?

A. I did keep such a book, which will show about the stock on hand on that date.

Q. Will you furnish that statement, to be annexed to your deposition?

A. I will endeavor to.

Q. What was the quality and reputation of the Sprague goods in 1865, as compared with previous years?

413 A. They were a well-known and first-class brand at all times up to that year.

FREDERICK S. WELLS.

Subscribed and sworn to before me, this 3d day of February, 1877.

[SEAL.] JAMES H. GILBERT,
U. S. Commissioner, South. Dist. of N. Y.

414 *Stipulation.—Filed June 9, 1877.*

United States circuit court, Rhode Island district. In equity.

WILLIAM S. HOYT
vs.
AMASA SPRAGUE ET AL.

CHARLES G. FRANCKLYN
vs.
SAME.

It is stipulated and admitted on behalf of the respondents in the above entitled cases, that the petition and resolutions thereon marked Exhibits A and B in the respective bills of complaint, was presented in the general assembly, and in regular order of proceeding went through the course indicated by the endorsements thereon printed with the exhibits.

That the referees under the agreement, Exhibit C, made the reports, Exhibits D and E, as printed in the exhibits preceding the signatures of the referees.

That the notice, Exhibit H, is a copy of a notice published in the Manufacturers' and Farmers' Journal, July 20th, July 27th, and August 3d, 1865, and is the notice to which reference is made in Exhibit G.

That the conveyance, Exhibit K, was executed by the parties, as shown by the Exhibit.

That Fanny Sprague has never rendered any account as administratrix to the court of probate.

BENJ. F. THURSTON,
JAMES TILLINGHAST,
J. A. GARDINER,
For Defendants.

415 And said cause was, on the 20th day of January, 1879, set down to be heard on the 12th day of February, 1879, before Hon. John Lowell, judge of the circuit court of the United States for the first circuit, and Hon. Edward Fox, judge of the district court of the United States for the district of Maine, at Boston, Massachusetts, by agreement of counsel, upon the pleadings and proofs taken therein, and was then and there argued by the counsel of the respective parties.

And at the June term, 1879, of said court, to wit, on the fourth day of August, 1879, the following opinion was filed in said cause:

416 *Opinion of the court.*

Circuit court of the United States, district of Rhode Island. In equity

WILLIAM S. HOYT
v.
AMASA SPRAGUE ET AL.

Before Lowell and Fox, JJ.

LOWELL, J.:

The hardships of the case, on the one side that the complainants should have lost a large estate by bad investments not originally made by them; and on the other, that the creditors of the manufacturing company should lose a large part of the property to which they gave credit, have been brought to our notice by counsel. As these considerations balance each other, there will be the less difficulty in considering the case in its purely legal aspects.

The complainants seek to set aside or open the account taken by the referees and acted on by the parties in 1865, on the ground that it was false and fraudulent, and that its method was illegal; and whether the account is opened or not, they ask that the amount justly due to the complainants in 1865 may be declared not to have been lawfully invested in the stock of the A. & W. Sprague Manufacturing Com-
417 pany, but to have remained a charge upon the property transferred to the company, and by the company to the defendant Chaffee, as trustee for its creditors. They allege that the whole scheme for keeping the property together was fraudulent, and a sort of conspiracy intended to give and actually giving undue advantages to the surviving partners of William Sprague, the grandfather of the complainants.

The defendants maintain that the account was properly taken and was just and true, and that the transfers were valid; and that the complainants are barred by lapse of time from prosecuting their claim. They deny the frauds in general and in particular.

We do not find evidence to support the numerous charges of fraud, over-persuasion of the administratrix, etc., with which the bill abounds. On the contrary, it is quite clear that this is one of those not unfrequent family arrangements by which a property in trade or manufactures has

been kept together, for the supposed benefit of all parties. The very purpose of the complainants' grandfather in forming the copartnership, on his death-bed, probably was to have the business continued precisely as it was continued; but as he had not the knowledge requisite for carrying out his wishes in a legal method, the property of the complainants, while they were minors, could not lawfully be kept in the business.

The defendants argued that the bill could not be supported if the charges of fraud were not maintained, under the rule laid down in the following cases: Price v. Berrington, 3 McN. & G., 486; Ferraby v. Hobson, 2 Phill., 255; Glascott v. Lang, 2 Phill., 310; Fisher v. Boody, 1 Curtis, C. C., 206; Eyre v. Potter, 15 How., 42; Mt. Vernon B'k v. Stone, 2 R. I., 129; Wilde v. Gibson, 1 H. of L., 605; Tillinghast v. Champlin, 4 R. I., 173.

418 We do not understand that there is an absolute rule in equity that the bill shall be dismissed if the charges of fraud are not sustained. If the court can fairly discover in the bill other distinct and substantive grounds of relief, which are alleged not merely as incidents or supports to the charges of fraud, it may proceed to the consideration of those allegations, if it is of opinion that the defendants will not be prejudiced by that mode of dealing with the case. Maguire v. O'Reilly, 3 Jones & Lat., 224; Archbold v. Commissioners of Charitable Bequests, 2 H. of L., 440; Hickson v. Lombard, L. R., 1 H. L., 324; Baker v. Bradley, 7 De G. M. & G., 597.

We think it can be made out from this bill that much of the fraud therein charged is intended to be considered a legal result of admitted facts. These charges consist, in a considerable part, of an imputation of motives and intentions, which, indeed, are all denied by the answers, and thereby disproved, so far as they are material; but we can, without great violence to the language of the complaint, ascertain that it relies on a continuing trust, arising out of the mode in which the affairs of the firm were conducted and settled, and the conveyances to the corporation were made, independently of the allegations of fraud. We therefore proceed to consider the questions of trust.

The frame of the bill, and more especially the briefs and arguments in its support, seem to us to attribute to surviving partners a more onerous relation of trust than is supported by any authorities cited, or which we have been able to find. Partners are quasi trustees for each other, both before and after dissolution. When one partner has retired, or become bankrupt, or died, both parties or their representatives still remain quasi trustees, which means scarcely more than that they must account to each other in equity. Farnam v. Brooks, 9 Pick., 212; Knox v. Gye, L. R., 5 H. L., 656.

419 Upon the death of William Sprague it was the duty of the surviving partners to pay to his administratrix the actual value of his share of the joint property, when and as it might be realized by due diligence and without undue sacrifice. Moore v. Huntington, 17 Wall., 417. It was not their duty to see that an appraisement was made of this share in the probate court, nor would such an appraisement have bound them if it had been made. We believe jurisdiction is given in some States to the probate court to wind up partnership affairs, but it is not so in Rhode Island; and, if it were, there is no obligation upon the surviving partners to settle through the courts, as we shall presently show. If the survivors failed to settle with the administratrix as promptly as was practicable, whether the delay was with her acquiescence or not, she would have the right when the settlement should be

made to take her original share with interest, or with profits, as she might then elect. In other words, the survivors remained liable as partners so long as they treated the capital of the deceased partner as part of their capital; but the administratrix did not remain so liable in all respects; she could elect not to be subject to losses.

On her part the administratrix had power to settle with the surviving partners on such terms as in the exercise of good faith and reasonable diligence she chose to accept. The argument that there is some specially legal mode of accounting cannot be sustained. There is none such. The administrator is the personal representative of the deceased partner, and has all his powers of settlement except that, being a trustee for the next of kin, he cannot give away anything. No doubt the administrator may bring a suit and force a settlement in a mode which Mr. Justice Lindley says is "generally ruinous to the other partners." Lindley, Part., 1044. But he is not bound to take this course. Settlements are made out of court, "to a vast extent, every day," says Lord Langdale, M. R., 11 Beav., 13; and are always upheld, in the absence of negligence or bad faith. Williams, Executors, 939 Lindley, Part., 1069; Parsons, Part., 442; Collyer, §638; Farnam v. Brooks, 9 Pick., 212; Codman v. Rogers, 10 Pick., 112; Chambers v. Howell, 11 Beav., 6; Smith v. Everett, 27 Beav., 446; Davies v. Davies, 2 Keen., 534; Wedderburn v. Wedderburn, Myl. & Cr., 41, 45, per Lord Chelmsford.

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No case has been shown us which contradicts this somewhat elementary proposition. The decisions cited make two other propositions equally clear: 1st, that the surviving partners cannot force the administrator to sell to them at a valuation; and 2d, that when the administrator is himself the surviving partner, or one of them, he cannot be both buyer and seller. Neither point is applicable to this case.

Such being the situation of the parties, they came to an accounting in 1865 by means of the agreement C, and the action under it. Mary Sprague signed that paper both as administratrix and as guardian. It seemsthere is a statute in Rhode Island which authorizes a guardian to submit disputes to arbitration. The complainants argue that the statute does not extend to such a case as this. It seems to us broad enough for that purpose. At all events, the administratrix could ascertain the value of her interest by a reference or in any other mode that should be fair and reasonable. The share of the guardian was set off separately, because the other parties represented by the administratrix, that is to say, she, herself, and her son Byron, were of age. He had received his share, and her's was settled in the course of the same proceedings. If the administratrix had authority to make the reference, we see no objection to the award being made in severalty to the parties interested.

In making up the account, profits were allowed instead of interest; and we cannot see that the full share was not set off to the guardian. A settlement of profits in such a case in a court of equity is a difficult and complicated matter. The courts usually require the master to find what profits are to be attributed to the capital of the deceased partner as distinguished from other sources of profit, such as the skill of the survivors,or any other circumstances which may have increased the profits. Mr. Lindley says that special inquiries on this subject are almost always necessary, and that the simple rule of three is not the rule of the courts, p. 980. See Willett v. Blanford, 1 Hare, 253, approved by James, L. J.; Vyse v. Foster, L. R., 8 Ch., 309, 331, and by the lords justices in Simpson v. Chapman, 4 DeG., M. & G., 154. It seems that this complicated account was ordered in Brown v.

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Detastet, 1 Jac., 284; and we learn from a statement made in argument at 2 Myl. & K., 658, that after the plaintiff in Brown v. Detastet had obtained a decree of the House of Lords he abandoned the case because the accounting was so difficult.

When the surviving partner is not himself the executor he is usually granted an allowance for his services. Lindley, 982; Brown v. Detastet, 1 Jac., 284; Cook v. Collingridge, 1 Jac., 607.

The charges of fraud and concealment in respect to the account have not been sustained; nor is it true, as alleged, that both the referees were attorneys of A. & W. Sprague; they represented different interests. We think the share assigned the guardian was assigned with good faith, care, and diligence, and with full opportunity for investigation, and was as large or larger than the amount which a court of equity would have given.

It is to be observed that no complaint is made of the settlement of the Quidneck property by the same referees at the same time and as part of the same transaction.

422 The complainants, however, insist that whatever may have been the good faith and the diligence of the parties, the result reached was illegal and void, because under the law of nations an appointment of a guardian for non-resident minors could not be lawfully authorized by a statute of Rhode Island; that such a power could not be entrusted to the probate court under the constitution of Rhode Island; that the legislature of that State could not constitutionally authorize the change of investment; that there was some real estate situated out of Rhode Island which could not be conveyed by virtue of the resolve.

1. All or nearly all the States have asserted and exercised the right of passing laws for the appointment of guardians of the property within the State of persons not residing therein; and the power to do so seems to result from that other admitted principle, that a guardian appointed without the State is permitted to act within it only by comity, and that to a somewhat limited extent.

2. The constitution of Rhode Island, adopted in 1843, declares, in Art. 10, § 2, "Chancery powers may be conferred on the supreme court, but on no other courts to any greater extent than is now provided by law." The complainants say that the power to appoint property guardians is a chancery power. No doubt it is one of the powers exercised by courts of chancery, and it may at one time have been exclusively exercised in chancery. So were the powers to grant new trials; to enable parties to interrogate each other; to permit set off; to make partition of lands, and a great many others which, in 1843, belonged concurrently or exclusively to other courts. We understand that the constitution refers to those kinds and classes of powers which, in 1843, would be commonly known as chancery powers; and certainly the appointment of

423 guardians would not have been so described in Rhode Island, or any other State of the Union at that time. But it is enough to say that this precise power had already been "provided by law" in Rhode Island before the constitution was adopted, and is therefore within the express exception.

3. The right of a legislature to authorize a change of investments by trustees has been often exercised and generally sustained. See Thurston v. Thurston, 6 R. I., 296, and the cases there cited; Florentine v. Barton, 2 Wall., 210; Williamson v. Berry, 8 How., 495; Watkins v. Holman, 16 Pet., 25; Wilkinson v. Leland, 2 Pet., 627; Ward v. Screw Co., 1 Cliff., 565; Leggett v. Hunter, 19 N. Y., 445; Sohier v. Mass.

Gen. Hosp., 3 Cush., 483. Many other cases are found in the briefs. Whatever might be our opinion upon the point, if it were new, we do not feel at liberty to disregard the authorities. If the legislature had the power, the propriety of its exercise in a particular case is not a question for the courts.

Up to some time in 1865 an investment in manufacturing stock by a guardian was both usual and lawful in Rhode Island, as it still is in Massachusetts and some other States. Some time in that year, a date which the parties to the argument here did not deem important, a law was passed which, by implication, excludes such stocks from being the proper subjects of such investment. This resolve was passed in 1863. Had it been later than the general law above mentioned, we should strongly incline to the opinion that it would be void, as making a special exception to a general law. This is the distinction taken in Piquet's case, 5 Pick., 65, and it seems entirely sound. But leave for the investment having been granted in 1863, we do not think the general law in question repealed it or was intended to do so, even if it was passed, as we understand it was, before the parties had signed agreement C.

4. With respect to real estate not in Rhode Island no specific
424 issues are raised by the pleadings, nor does the record enable us to say what its legal situation was or is. If there were such lands standing in the name of William Sprague the elder at the time of his death, but bought with the joint funds and used in the joint business, and if they were not needed to pay joint debts, we may assume that under the rule of the American cases they would descend to William's heirs, subject to the equitable rights of the heirs of Amasa. If the title of the complainants to the undivided part of these lands was not lawfully divested by the settlement and conveyance of 1865, then they still hold it, though they have received payment for it; and, speaking for myself, I should doubt whether a court of equity ought, for this reason, to set aside the settlement at their request, unless the remedy at law was clearly shown to be inadequate.

We have considered the objections to the form of the petition to the legislature, and to the form of the bond given to the judge of probate, and do not consider them well taken, nor that they would vitiate the settlement in the absence of fraud, if they were sound.

Our conclusion, therefore, is that the settlement of 1865 is both lawful and honest, that it gave a full share to the guardian, and that the deed K conveyed to the corporation a title free from a trust to account further to the complainants.

We have not found it necessary to examine thoroughly the defence of the statute of limitations or that of laches. We understand that after a settlement has been arrived at, or after the joint business is closed, six years is an absolute bar at law and in equity to a claim of this nature: Farnam v. Brooks, 9 Pick., 212; Tatam v. Williams, 3 Hare, 347; Knox v. Gye, L. R., 5 H. of L., 656; Bank of U. S. v. Daniel, 12 Pet., 32. It is not within the exception of merchants' accounts: Codman v. Rogers, 10 Pick., 112.

425 If there were fraud, concealed from the parties interested, the bar would not begin to operate until they had discovered the fraud: Bayley v. Glover, 21 Wall., 342. But it has been lately held by the supreme court that the concealment does not give the party a fresh start of six years but only a reasonable time after the facts are known: Brown v. Buena Vista, 95 U. S., 157.

We do not understand that there is any evidence in this case of a concealed fraud. The allegations are somewhat vague and the testimony

is not less so. All the parties who are living deny concealment as well as fraud. And we do not see that either is made out. The complainants say that they were ignorant of the mode and time of settlement, and of the particular proceedings which they now say were illegal. For the purpose of this inquiry we must assume them to have been illegal: but they were not of a secret nature. The means of knowledge were at hand as well before as after the failure of the corporation. Nor are we advised that ignorance of facts is a good replication to a plea of the statute, in the absence of fraud.

If the question is of laches, in equity, which we hardly think it is, then the fact that the creditors of the corporation are the real parties adversely interested becomes important and makes this case somewhat analogous to those cited by the defendants, in which stockholders seeking to relieve themselves of their liability on the ground of fraud or misrepresentation have always been held to strict diligence.

The fact is not without importance in this connection, and indeed it has some bearing on the whole case, that the losses and disasters which have brought the corporation to bankruptcy appear to have happened long after the settlement of 1865, and in all probability after the younger of the complainants came of age. The bill charges the fault to have been in the management of the corporation, in which each of the
426 complainants was an owner for more than six years after becoming sui juris. The defendants attribute the misfortunes to the revulsion of business which occurred in the year 1873. Whichever party is right in respect to the causes of misfortune, we think it very doubtful whether a court of equity could permit stockholders to exchange their position for that of secured creditors under such circumstances, if there were no statute of limitations in the case.

Prayers are found in the bill that Mary Sprague and William Sprague should account as guardians. We understood the parties to say that other suits are pending for this purpose, and we did not understand that such accounting was asked in this suit, except as ancillary to the relief against the property in the hands of Chaffee. We have not therefore considered whether Mary Sprague would be liable for her delay in calling the partners to an account, or for any other acts or omissions of hers, except as they affected the trust sought to be established in this case.

Bill dismissed with costs.

Whereupon, on the sixth day August, 1879, the following decree was entered:

427 *Final decree.*

Circuit court of the United States, June term, A. D. 1879.

DISTRICT OF RHODE ISLAND, *ss:*

WILLIAM S. HOYT
vs.
AMASA SPRAGUE ET AL

This cause came on to be heard upon bill, answers and proofs, and was argued by counsel, and thereupon, upon consideration thereof, it was ordered, adjudged and decreed that said bill be dismissed out of

this court with costs to be paid by the complainant to the defendants or their solicitors of record, to be taxed by the clerk.

Entered as the decree of this court per order thereof this sixth day of August, A. D. 1879.

HENRY PITMAN,
Clerk U. S. Circuit Court.

428 *Appeal.*

Whereupon in said cause in equity, to wit:

WILLIAM S. HOYT
ag'st
AMASA SPRAGUE, WILLIAM SPRAGUE, INDIVIDUALLY and as guardian of the property of William S. Hoyt; Fanny Sprague, individually and as administratrix of Amasa Sprague, deceased; Mary Sprague, individually and as administratrix of William Sprague, deceased, and as guardian of the property of William S. Hoyt; the A. & W. Sprague Manufacturing Company and Zechariah Chafee, as trustee or assignee under certain indentures or deeds of trust.

The complainant's counsel moved in open court on the same day, to wit, August 6th, 1879, an appeal to the Supreme Court of the United States at its next term.

Appeal allowed.

429 *Bond on appeal.*

WILLIAM S. HOYT
ag'st
AMASA SPRAGUE, WILLIAM SPRAGUE, INDIVIDUALLY and as guardian of the property of Willliam S. Hoyt; Fanny Sprague. individually and as administratrix of the goods, chattels, and credits which were of Amasa Sprague, deceased; Mary Sprague, individually and as administratrix of the goods, chattels, and credits which were of William Sprague, deceased, and as guardian of the property of William S. Hoyt; the A. & W. Sprague Manufacturing Company, and Zechariah Chafee as trustee or assignee under certain indentures or deeds of trust made to him by the A. & W. Sprague Manufacturing Company, Amasa Sprague, William Sprague, Fanny Sprague, and Mary Sprague.

430 Know all men by these presents, that we, William S. Hoyt, as principal, and Charles B. Trowbridge and George F. Leete, each of Providence, Rhode Island, as sureties, are held and firmly bound unto the defendants above named in the sum of two hundred and fifty dollars, to be paid to them, their executors, administrators, or legal representatives, to which payment well and truly to be made we

bind ourselves and each of us, jointly and severally, and our and each of our heirs, executors, and administrators, firmly by these presents, sealed with our seals, dated this eleventh day of August, A. D. 1879.

Whereas the above-named William S. Hoyt hath taken an appeal to the Supreme Court of the United States to reverse the decree rendered in the above entitled action:

Now, therefore, the condition of this obligation is such that if the above-named William S. Hoyt shall prosecute his said appeal to effect, and answer all costs and damages if he shall fail to make good
431 his plea, then this obligation shall be void; otherwise to remain in full force and virtue.

WILLIAM S. HOYT. [SEAL.]
CHARLES B. TROWBRIDGE. [SEAL.]
GEO. F. LEETE. [SEAL.]

In presence of—
JOHN BUGLER.
EDWIN F. COREY.

Approved.

JOHN P. KNOWLES,
Judge of the District Court of U. S. for the Dist. of Rhode Island.

STATE OF NEW YORK,
City & County of New York, ss:

Be it remembered that on this ninth day of August, A. D. 1879, before me, Edwin F. Corey, a commissioner for the State of Rhode Island within and for the county and State aforesaid, personally appeared William S. Hoyt, and acknowledged the foregoing instrument by him signed to be his free act and deed.

In witness whereof I have hereunto set my hand & official seal the day & year aforesaid.

[L. S.]

EDWIN F. COREY,
Commissioner for the State of Rhode Island.

432 DISTRICT OF RHODE ISLAND, *ss:*

At Providence, this 12th day of August, A. D. 1879, personally appeared before me, Charles B. Trowbridge and George F. Leete, and severally acknowledged the within instrument by them signed as sureties to be their free act and deed.

Witness the seal of the U. S. circuit court and my hand the day and year above written.

[L. S.]

HENRY PITMAN,
Clerk U. S. Cir. Ct, R. I. District.

DISTRICT OF RHODE ISLAND, *ss:*

At Providence, this 12th day of August, A. D. 1879, personally appeared the within-named Charles B. Trowbridge and George F. Leete, and severally made oath that they are worth the sum of five hundred dollars over and above their just debts and liabilities.

Before me,

HENRY PITMAN,
Clerk U. S. Cir. Court, R. I. District.

433 UNITED STATES OF AMERICA,
District of Rhode Island:

CLERK'S OFFICE, CIRCUIT COURT,
At Providence, August 18th, 1879.

I, HENRY PITMAN, clerk of said court for said district, do hereby certify that the foregoing four hundred & thirty-two pages contain a true transcript of the record William S. Hoyt v. Amasa Sprague, William Sprague, individually and as guardian of the property of William S. Hoyt; Fanny Sprague, individually and as administratrix of Amasa Sprague, deceased; Mary Sprague, individually and as administratrix of William Sprague, deceased, and as guardian of the property of William S. Hoyt; the A. & W. Sprague Manufacturing Company; and Zechariah Chafee, as trustee or assignee under certain indentures or deeds of trust made to him by the A. & W. Sprague Manufacturing Company, Amasa Sprague, William Sprague, Fanny Sprague, and
434 Mary Sprague, and of all the proceedings therein.

In testimony whereof I have hereunto set the seal of said court and my hand on the day and year above written.

[SEAL.] HENRY PITMAN, *Clerk.*

(Indorsement on cover:) No. 517. William S. Hoyt, appellant, vs. Amasa Sprague et al. Rhode Island C. C. U. S. Filed 25th September, 1879.